

Agenda
Fifteenth Regular or Special Meeting
of the Twenty-Ninth Town Council of Highland
Regular Meeting of Monday, July 27, 2020 at 6:30 p.m.
 Agenda organized pursuant to Section 2.05.090 of the Highland Municipal Code
 This meeting will be convened as an electronic meeting, pursuant to Governor
 Holcomb's Executive Orders, 20-04, 20-09, 20-25 and extended by Executive
 Order 20-30, allowing such meetings, pursuant to IC 5-14-1.5-3.6 for the
 duration of the emergency, through to July 4.

People may observe and record the meeting for live streaming by joining the meeting on the Zoom platform

<https://zoom.us/j/97540294999?pwd=SnZHOEhiNnNQaURlWSswVHUzOEM3dz09>

Further, persons wishing to offer comment in the meeting may access the electronic meeting by using the preceding and adding the password for Meeting ID 975 4029 4999, password (code): 083893.

Prayer:	Mark J. Schocke
Pledge of Allegiance:	Mark J. Schocke
Roll Call:	Bernie Zemen
	Mark A. Herak
A GREAT PLACE TO CALL HOME	Mark J. Schocke
	Thomas (Tom) Black
	Roger Sheeman

Minutes of Previous Session:	Minutes of the Regular Meeting of July 13, 2020.
------------------------------	--

COMMENTS FROM THE PUBLIC or VISITORS	This portion of the Town Council Meeting is reserved for persons who desire to address the Town Council regarding matters on the agenda. Persons addressing the Town Council are requested to limit their presentations to two (2) minutes and encouraged to avoid repetitious comments.
--------------------------------------	---

Communications:	1. Letter and report from the Complete Count Committee of the Town of Highland for the meeting of July 22, 2020.
-----------------	--

Appointments:	<ul style="list-style-type: none"> • Statutory Boards and Commissions <i>Legislative Appointments</i> Home Rule Commissions 1. Community Events Commission: (1) Appointment to be made by the Town Council. Term: 4 years. (Note: <i>vacancy of which term expires January 2022</i>)
---------------	---

The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.

**Unfinished
Business &
General Orders:**

1. **Introduced Ordinance No. 1717:** An Ordinance to Establish and Control the Use of Ceremonial and Honorific Banners on the Town of Highland Property Specifically for the Used Described in the Ordinance. *Councilor Herak introduced and filed Ordinance No. 1717, at the Town Council meeting of June 08, 2020. The introduced ordinance was reviewed and marked up at study sessions of June 15, 2020 and July 06, 2020.*
2. **Proposed Ordinance No. 1718.1691-C:** An Ordinance To Amend Ordinance No. 1691 Fixing The Wage And Salary Rates Of The Elected Officers, The Non-Elected Officers, And The Employees Of The Town Of Highland, Indiana Particularly Amending Pay Associated With A New Position In The Public Works Department (Agency) And Making Related Amendments To The Compensation And Benefits Ordinance. *Councilor Black introduced and filed Ordinance No. 1718.1691-C, at the Town Council meeting of July 13, 2020. The Town Council sought further deliberation regarding the proposed job description regarding the proposed new position.*
3. **Resolution No. 2020-37:** An Exigent Resolution Providing for the Transfer of Appropriation Balances from and Among Major Budget Classifications in the *Public Safety Local Income Tax Fund* As Requested By The Proper Officer And Forwarded To The Town Council For Its Action Pursuant To I.C. 6-1.1-18-6.
4. **Resolution No. 2020-38:** A Resolution Regarding the Disposition of Appropriated Resources in the Rainy Day Fund, Authorizing Their Transfer to the park Special Operating (General) Fund.
5. **Works Board Order No. 2020-36:** An Order Approving and Authorizing the Metropolitan Police Chief to Purchase from Kiesler Police Supply, 2808 Sable Mill Road, Jeffersonville, IN 47130 Rapid Response Equipment and accessories, and finding it a Special Purchase pursuant to I.C. 5-22 and Section 3.05 of the Highland Municipal Code.
6. **Works Board Order No. 2020-37:** An Order of the Works Board Accepting the Proposal of Mad Bomber Fire Works Productions for Professional Pyrotechnics and Fireworks Displays Services for the Town of Highland, Associated with September Special Event.
7. **Works Board Order No. 2020-38:** An Order Authorizing and Approving Agreement between Frost, Brown and Todd, Attorneys and the Town of Highland to perform Professional Legal services as Special Counsel Assisting with a Civil Action Filed in United States District Court for the Northern District.
8. **Authorizing the proper officer to publish legal notice of a public hearing:** Public Hearing to consider additional appropriations in the amount of \$1,792,656.00 in the **Community Crossings Grant Fund** and in the amount of \$109,890.00 in the **Public Safety Local Income Tax Fund**.

NEW BUSINESS:

Comments or Remarks from the Town Council: (Good of the Order)	Councilor Bernie Zemen
	Councilor Mark Herak
	Councilor Thomas Black

The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.

Councilor Roger Sheeman

Councilor Mark Schocke

COMMENTS FROM THE PUBLIC or VISITORS	This portion of the Town Council Meeting is reserved for persons who desire to address the Town Council. Depending on the nature of the comments, the Town Council may direct the staff to address the topic or follow-up on matters that may arise from public comments. If necessary, the matter may be set for action at a future meeting. Persons addressing the Town Council are requested to limit their presentations to two (2) minutes and encouraged to avoid repetitious comments.
ACTION TO PAY Accounts Payable Vouchers	Accounts payable vouchers July 14, 2020 to July 27, 2020 in the amount of \$996,086.03.
ADJOURNMENT	The Town Council may meet in study session immediately following the Regular Meeting. <i>Posted pursuant to IC 5-14-1.5-4(a)</i>

The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.

**Enrolled Minutes of the Fourteenth Regular or Special Meeting
For the Twenty-Ninth Highland Town Council
Regular Plenary Meeting (Electronic)
Monday, July 13, 2020**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, July 13, 2020 at 6:36 O'clock P.M. in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

This meeting was convened as an *electronic meeting*, pursuant to Governor Holcomb's Executive Order 20-04 and 20-09, an extended by Executive Order 20-33, allowing such meetings pursuant to IC 5-14-1.5-3.6 for the duration of the COVID-19 public health emergency. All persons met remotely on a Zoom platform that allowed for real time interaction, and supported the public's ability to observe and record the proceedings. When the agenda item provided for public comment, this was supported as well. Councilor Herak, while not required under the Governor's orders, was present on the premises of the plenary meeting room.

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding.

The Town Council President, Mark J. Schocke presided. The Town Clerk-Treasurer, Michael W. Griffin, was present to memorialize the proceedings. The meeting was opened with Councilor Mark A. Herak offering a prayer and then leading in the Pledge of Allegiance to the Flag of the United States of America. (*Resume*)

Roll Call: Present on roll call were Councilors Bernie Zemen, Mark Herak, Mark J. Schocke, Thomas Black and Roger Sheeman. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

Additional Officials Present: (all electronically) John P. Reed, Town Attorney; Mark Knesek, Operations Director; Pete Hojnicky, Police Chief; William R. Timmer, Jr., CFOD, Fire Chief; Alex M. Brown, CPRP, Parks and Recreation Superintendent; Kathy DeGuilio-Fox, Redevelopment Director; and Kenneth J. Mika, Building Commissioner, were present.

Also present: Larry Kondrat (electronically) of the Board of Waterworks Directors; James Kisse (electronically) of the Plan Commission; and Ed Dabrowski IT (Contract) Director (electronically) were also present.

Guests: Theresa Badovich of the Idea Factory, was also present electronically.

Minutes of the Previous Meeting: The minutes of the regular meeting of June 22, 2020 was submitted for consideration. Councilor Zemen moved the approval of the minutes. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The minutes of 22 June 2020 were approved.

Special Orders:

1. **Consideration of Proposed Additional Appropriations:** (non-controlled funds) Proposed Additional Appropriations in Excess of the 2020 Budget for the **Gaming Revenue Sharing Fund** in the amount of \$113,297.00 and the **Park Non Reverting Capital Fund** in the amount of \$6,696.
 - (a) Attorney verification of Proofs of Publication: The TIMES 29 June 2020. The Town Attorney indicate that the proof complied with the relevant governing law.

(b) **Public Hearing.** The Town Council President called the public hearing to order.

1. Larry Kondrat, Highland, sought clarification regarding the purposes and funding sources for the proposed additional appropriations.

There were no further comments. The hearing was closed.

(c) Action on **Appropriation Enactment No. 2020-32:** An Enactment Appropriating Additional Moneys in Excess of the 2020 Budget for the **Gaming Revenue Sharing Fund** and the **Park Non Reverting Capital Fund**, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

Councilor Zemen introduced and moved the consideration of Enactment No. 2020-32 at the same meeting of introduction. Councilor Sheeman seconded. Upon a roll call vote, a unanimous vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Herak moved the passage and adoption of Enactment No. 2020-32 at the same meeting of introduction. Councilor Sheeman seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment was passed and adopted at the same meeting of its introduction.

**Town of Highland
Appropriation Enactment
Enactment No. 2020-32**

AN ENACTMENT APPROPRIATING ADDITIONAL MONEYS IN EXCESS OF THE ANNUAL BUDGET for the PARK NON REVERTING CAPITAL FUND AND THE GAMING REVENUE SHARING FUND, ALL PURSUANT TO I.C. 6-1.1-18, and I.C. 36-5-3-5.

WHEREAS, Following a public hearing advertised pursuant to I.C. 5-3-1, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget for the **Park Non Reverting Capital Fund and the Gaming Revenue Sharing Fund;**

WHEREAS, It has been determined that such additional appropriations as may be approved by this enactment, will not increase the levies set under I.C. 6-1.1-17, all pursuant to I.C. 36-5-3-5;

NOW, THEREFORE BE IT ENACTED by the Town Council of the Town of Highland, Lake County, Indiana, as follows:

Section 1. That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **Park Non Reverting Capital Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

PARK NON REVERTING CAPITAL FUND

Increase:

Account No. 010-0000-43005 Furniture/Fixtures Lincoln:	\$ 6,696.00
Total Series:	\$ 6,696.00
Total for the Fund:	\$ 6,696.00

Section 2. That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **Gaming Revenue Sharing Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

GAMING REVENUE SHARING FUND

Increase:

Account No. 091-0000-34307 Robertson Pl & Rosewood CT CE:	\$ 21,000.00
Total Series:	\$ 21,000.00
Account No. 091-0000-44308 Robertson Pl & Rosewood Project:	\$ 92,297.00
Total Series:	\$ 92,297.00

Total for the Fund:

\$ 113,297.00

Section 3. That the Clerk-Treasurer is hereby authorized and instructed to inform the Department of Local Government Finance of this action and that these monies be made available for expenditure pursuant to I.C. 6-1.1-18.

Section 4. That in satisfaction and for the purposes of the provisions set out in I.C. 36-5-2-9.6, I.C. 36-5-3-5, I.C. 36-5-4-2, this enactment shall be deemed properly filed and introduced before the Town Council at a regular or special meeting, properly called and convened pursuant to I.C. 5-1.5-14 *et seq.*

Introduced and Filed on the 13th Day of July 2020. Consideration on the same day or at same meeting of introduction sustained a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

DULY ORDAINED AND ADOPTED this 13th Day of July 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

/s/Mark J. Schocke, President (IC 36-5-2-10)

ATTEST:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

2. Consideration of Proposed Additional Appropriations: (controlled funds):
Proposed Additional Appropriations in Excess of the 2020 Budget for the **Rainy Day Fund** in the amount of **\$250,000**.

- (a) Attorney verification of Proofs of Publication: The TIMES 29 June 2020. The Town Attorney determined that the proof of publication complied with the relevant law.
- (b) **Public Hearing.** The Town Council president called the public hearing to order.
 1. Larry Kondrat, Highland, sought clarification regarding the purposes and funding sources for the proposed additional appropriations.

There were no further comments. The hearing was closed.

- (c) Action on **Appropriation Enactment No. 2020-33:** An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the **Rainy Day Fund**, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

Councilor Black introduced and moved the consideration of Enactment No. 2020-33 at the same meeting of introduction. Councilor Sheeman seconded. Upon a roll call vote, a unanimous vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Black moved the passage and adoption of Enactment No. 2020-33 at the same meeting of introduction. Councilor Sheeman seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment was passed and adopted at the same meeting of its introduction.

Town of Highland
APPROPRIATION ENACTMENT
Enactment No. 2020-33

**HIGHLAND 2020 CENSUS COMPLETE COUNT COMMITTEE
Town Council Staff Report- July 13th Meeting**

Current activities include the following: Social media posts and "Shares" by other Department's social media outlets; outreach to Highland churches; and, additional Census content in July's Gazebo Express and School Town of Highland newsletter.

In two weeks, a final reminder for those households that have not self-responded to the 2020 Census, either online, by phone or by mail, will be sent out between July 22nd & 28th. Highland residents who receive this notice are strongly encouraged to respond immediately to the Census. Beginning August 11th, US Census Bureau personnel will begin their in-person visits to households that have not responded. To avoid an in-person visit, Highland residents should self-respond immediately, if they have not already done so.

Residents have three ways to self-respond to the Census: they can go to my2020census.gov to respond online; respond by phone may call 844-330-2020; and, residents who have not already responded can fill out and mail in paper questionnaires.

As of statistics obtained today (July 10th), a 2010/ 2020 comparison of self-response rates to date, shows as follows:

Entire Town-2010 Final Self-Response Rate- 80.6 %
2020 To Date- 78%

#405.01- 2010 Final Self-Response Rate - 74.4%
2020 To Date- 64.7%

#405.02- 2010 Final Self-Response Rate - 80.5%
2020 To Date- 78%

#406- 2010 Final Self-Response Rate - 77.3%
2020 To Date- 77.2%

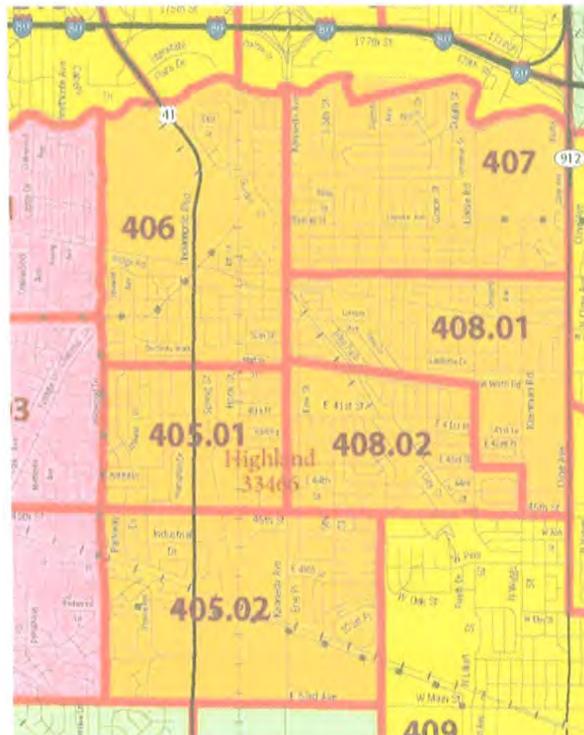
#407- 2010 Final Self-Response Rate - 83.7%
2020 To Date- 84.2%

#408.01- 2010 Final Self-Response Rate - 84.2%
2020 To Date- 83.3%

#408.02- 2010 Final Self-Response Rate - 83.7%
2020 To Date- 82.9%

A point of perspective: COVID-19 has led to below-2010 level self-response rates to date at the national, state, county and local levels. However, as of today, Highland's self-response rate is the 24th best out of 566 cities and towns in the State of Indiana (Top 4.3% of the State).

Respectfully submitted,
Lance Ryskamp- Co-Chair



Staff Reports: The following staff reports were received and filed.

• **Building & Inspection Report for June 2020**

Permit Type	Number	Residential	Commercial	Est. Cost	Fees
Commercial Buildings:	0	0	0	\$0.00	\$0.00
Commercial Additions or Remodeling:	4	0	4	\$158,998.00	\$3,713.00
Signs:	4	0	4	\$16,275.00	\$1,513.00
Single Family:	0	0	0	\$0.00	\$0.00
Duplex/Condo:	0	0	0	\$0.00	\$0.00
Residential Additions:	0	0	0	\$0.00	\$0.00
Residential Remodeling:	95	95	0	\$779,296.00	\$17,232.50
Garages:	2	2	0	\$78,450.00	\$1,648.50
Sheds:	1	1	0	\$7,487.00	\$273.50
Decks & Porches:	11	11	0	\$29,628.00	\$2,603.00
Fences:	22	22	0	\$70,632.00	\$2,894.50
Swimming Pools:	6	6	0		\$564.00
DrainTile/ Waterproofing:	11	11	0	\$122,693.00	\$2,823.00
Miscellaneous	68	68	0	\$69,815.00	\$10,034.50
TOTAL:	224	216	8	\$1,333,274.00	\$43,299.50
Electrical Permits	23	18	5		\$2,557.00
Mechanical Permits	24	21	3		\$2,448.00
Plumbing Permits	12	4	8		\$1,697.80
Water Meters	0	0	0		\$0.00
Water Taps	0	0	0		\$0.00
Sewer/Storm Taps	0	0	0		\$0.00
TOTAL Plumbing:	12	4	8		\$1,697.80

June Code Enforcement:

Investigations: 085
Citations: 004
Warnings: 085

June Inspections:

Building: 43 Electrical: 14 Plumbing: 05 HVAC: 10
Electrical Exams: 1

FIRE DEPARTMENT REPORT will be filed next month.

• **Workplace Safety Report for June 2020**

There was one workplace incident to report in May. The following report was filed.

Department	Injuries this Month	Year to Date 2020	Total in 2019	Restricted Days 2020	Lost Workdays This Year (2020)	Restricted Days Last Year (2019)	Lost Workdays Last Year (2019)
Parks	0	1	0	0	0	0	0
Fire	0	0	1	0	0	0	0

Police	0	0	4	0	0	0	0
Street	0	0	1	0	0	0	0
Water & Sewer	0	1	5	31	11	0	0
Maint.	0	0	1	0	0	14	2
Other	0	0	1	0	0	0	0
TOTALS	0	2	13	31	11	14	2

Effective January 1, 2002, OSHA changed the record keeping guidelines. The municipality now counts the number of days lost from the day after the injury until the employee returns to work. Weekend, holidays, vacation days or other days scheduled off are included in the lost days count to a maximum of 180 days.

Unfinished Business and General Orders:

- 1. Introduced Ordinance No. 1716:** An Ordinance to Amend The Current Code of Ordinances for The Town of Highland, Creating a New Chapter, 2.01, to be Styled the Non Discrimination Plan of the Town of Highland, All Pursuant To IC 36-1-5 and IC 36-1-27 Et Seq.

Councilor Zemen introduced and filed this ordinance during the Town Council meeting of June 08, 2020. The Town Council conducted mark-up and review at its study session (meeting) of June 15 and July 6, 2020. This comes now reflecting the mark-ups.

Councilor Black moved the passage and adoption of introduced Ordinance No. 1716. Councilor Sheeman seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The ordinance was adopted.

**ORDINANCE No. 1716
of the
TOWN of HIGHLAND, INDIANA**

AN ORDINANCE TO AMEND THE CURRENT CODE OF ORDINANCES FOR THE TOWN OF HIGHLAND, CREATING A NEW CHAPTER, 2.01, TO BE STYLED THE NON DISCRIMINATION PLAN OF THE TOWN OF HIGHLAND, ALL PURSUANT TO IC 36-1-5 AND IC 36-1-27 ET SEQ.

WHEREAS, Title 36, Article 1, Chapter 5 of the Indiana Code provides that the legislative body of a unit shall codify, revise, rearrange, or compile the ordinances of the unit into a complete, simplified code excluding formal parts of the ordinances;

WHEREAS, The legislative body of this unit, the Town of Highland, is the Town Council, pursuant to IC 36-1-2-9(5) and IC 36-5-2-2;

WHEREAS, The present general and permanent ordinances of the Town of Highland, formally codified in 2012, are in need of technical and substantive modifications not confined to any particular Title, Article or Chapter but nevertheless desirable to further improve and perfect the Code; and,

WHEREAS, The Town Council, is persuaded that it is necessary and desirable to adopt the several technical and substantive modifications necessary to carry out this requirement and to further improve and perfect the Code,

NOW, THEREFORE, BE IT HEREBY ORDAINED BY the Town Council of the Town of Highland, Lake County, Indiana, as follows:

Section 1. That the Highland Municipal Code, be hereby amended by creating a new Chapter, 2.01, to be called *Non Discrimination Plan of the Town of Highland* which shall read as follows, **subject to section 2 of this ordinance:**

2.01 Non Discrimination Plan of the Town of Highland

Preamble: That the Town of Highland acknowledges that Title IV of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin, in any program service or activity that receives federal assistance. It is the policy of the Town of Highland and all its executive departments that discrimination based upon the foregoing is further proscribed for activities and enterprises of the municipality, its executive departments, special taxing districts and enterprises, according to the provisions of this chapter.

The exhibit attached is adopted and made of essence of this ordinance.

Section 2. That the provisions of HMC Section 1.01.040 still pertain, ... "the clerk-treasurer is authorized and instructed to communicate with the codifier to assign any ordinances of a general and permanent nature and pertaining to a subject or subjects contained in or covered by the code, that were passed and adopted from and after January 22, 2001, and up to and until the passage and adoption of a replacement or successor code, to the appropriate title and section in the code herein adopted, according to its numbering and citation protocols, within a timetable that the clerk-treasurer determines to be reasonable." The Clerk-Treasurer is instructed and authorized to codify the finally adopted provisions of the Non Discrimination Policy, pursuant to the Section cited herein;

Section 3. That this ordinance shall be effective from and after its passage and adoption, as evidenced by the signature of the Town Council President and attested thereto by the Clerk-Treasurer, all pursuant to IC 36-5-2-10 and IC 36-5-2-10.2.

Introduced and Filed on 8th day of June 2020. Consideration on same day or at same meeting of introduction did not sustain any vote pursuant to IC 36-5-2-9.8.

DULY ORDAINED and ADOPTED this 13th Day of July 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

/s/ Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5; IC 36-5-2-10.2)

1.0 INTRODUCTION

The Town of Highland (Town) was incorporated in 1810 and is a part of the Chicago metropolitan area. The Town is located in Lake County, just east of the Illinois border, and only 21 miles from Chicago. The Town is bordered by Hammond on the north, Munster on the west, Schererville to the south, and Griffith to the east. The Town has a population of 13,727 at the 2010 census and has had a steady population for several years; Highland is known for its hunting retail, neighborhood restaurants, quality neighborhoods, and schools. The Town serves all people, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the Town. The Town recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance (42 U.S.C. Section 20005)." The use of the word "person" is important, as the protections afforded under Title VI apply to anyone, regardless of whether the individual is a citizen of the United States or a citizen of a state within the United States. In addition to Title VI, there are other non-discrimination statutes that afford legal protection, including:

- Section 152(a) of the Federal-Aid Highway Act of 1973 prohibits discrimination based on sex (23 USC 154) and is the enabling legislation of the Federal Highway Administration (FHWA)
- Age Discrimination Act of 1975 prohibits discrimination based on age
- Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 prohibit discrimination based on disability

Taken together, these requirements define an overarching Title VI/Non-Discrimination Program. It is important to also understand that Title VI and the additional non-discrimination requirements are applicable to federal programs in addition to programs receiving federal financial assistance due to the Civil Rights Restoration Act of 1987. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibits unfair and inequitable treatment of persons displaced or whose property has been acquired as a result of projects which are undertaken with federal financial assistance.

In addition to statutory authorities, there are two Presidential Executive Orders (EO) that place further emphasis upon the Title VI protections of race and national origin. These are EO #12290 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations") and EO #13186 ("Improving Access to Services for Persons with Limited English Proficiency"). EO #12290 (Environmental Justice) directs federal agencies to develop strategies to address disproportionately high and adverse human health or environmental effects of their programs on minority and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1987, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority

Populations and Low-Income Populations to summarize and expand upon the requirements of EO 12290, EO #13186 (Limited English Proficiency) directs federal agencies to evaluate services provided and implement a system that ensures that Limited English Proficiency (LEP) persons are able to meaningfully access the services provided consistent with, and without unduly burdening, the fundamental mission of each federal agency. Additionally, each federal agency shall ensure that recipients of federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

As a recipient of federal financial assistance, the Town must provide access to individuals with limited ability to speak, write, or understand the English language. The Town will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, national origin, age, sex, or disability or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color, age, sex, disability, or national origin. Therefore, the primary goals and objectives of the Town of Highland's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by the Town's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the Town of Highland's programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the Town;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the Town's services, programs, or activities.

As the sub-recipient of federal transportation funds, the Town must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The Town shall also ensure that their sub-recipients adhere to state and federal law, and include in all written agreements or contracts assurances that the sub-recipients must comply with Title VI and other related statutes. The Town, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the Town will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints

related to Title VI and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

1. DISCRIMINATION UNDER TITLE VI

There are two types of discrimination prohibited under Title VI and its related statutes. One type of discrimination, which may or may not be intentional, is "disparate treatment." Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age. The second type of discrimination is "disparate impact." Disparate impact discrimination occurs when a "neutral procedure or practice" results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The Town's efforts to prevent such discrimination must address, but not be limited to, a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The Town has developed this Title VI Plan to assure that services, programs, and activities of the Town are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurance).

2.0 NON-DISCRIMINATION POLICY STATEMENT

The Town reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

In applying this policy, the Town, and its sub-recipients of federal funds, shall not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service or other benefit which is inferior (in quantity or quality) to, or which is provided in a different manner from, that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Retrace an individual in any way from the enjoyment of services, facilities, or any other advantage, privilege, or other benefit provided to others;
5. Adopt or use methods of administration which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way which would limit or impede access to a federally funded service or benefit.

The Town will actively pursue the prevention of any Title VI violations or omissions and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program, procedures will be promptly implemented to resolve Title VI issues within a period not to exceed 90 days.

The Town designates the Town of Highland Public Works Director, as the Town's Title VI Coordinator. Mr. Each will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the Town complies with the Title VI regulations, and pursue revocations of Title VI violations or violations. Inquiries concerning the Town of Highland and Title VI may be directed to the Title VI Coordinator at: 3333 Ridge Road, Highland, IN 46822, Phone: (219) 972-2048, Fax: (219) 972-5083, Email: joan@highland.in.gov.

NOTE: A copy of the signed statement can be found in Appendix F.

3.0 STANDARD TITLE VI ASSURANCE

The Town of Highland, Indiana (hereinafter referred to as the "Recipient") by its Town Council, HEREBY AGREES that as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 20006-42 USC 20006-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs for the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Indiana Department of Transportation, and HEREBY GIVES ASSURANCE that it will promptly take any measures necessary to effectuate this assurance. This assurance is required by subsection 21.7 of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.22(a) and 21.22(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the Recipient shall issue the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

"The Town of Highland, Indiana, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 20006 to 20006-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and
 - b. for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. That the Recipient shall provide for such measures of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. That the Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program.

NOTE: A copy of the signed assurance can be found in Appendix F.

4.0 AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 20006-4; 20006-6; 42 USC 4601 to 4655; 23 USC 109(h): provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.8 and 48 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 (S. 357) March 23, 1988).

Federal Aid Highway Act of 1975, 23 USC 324: No person shall on the grounds of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990 PL 101-236: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1080.2: Standard Title VI Assurances.

Executive Order 12350: Department of Justice Leadership and coordination of Non-Discrimination Laws.

Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

Executive Order 13196: Improving Access to Services for Persons with Limited English Proficiency.

5.0 DEFINITIONS

Adverse Effects – the totality of significant (see Appendix D for additional discussion of "significant") individual or cumulative human health or environmental effects, including interrelated social and economic effects, which may include, but are not limited to:

- Bodily impairment, infirmity, illness or death
- Air, noise, and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community's economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of persons' businesses, farms, or non-profit organizations
- Increased traffic congestion, isolation, exclusion, or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the Town's programs, policies, and activities

Federal Assistance – includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel; federal property, or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency – individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service, or benefit provided by the Town. Persons will be considered as being Limited English Proficient if identified in casual conversation as having the ability to speak English "not well" or "not at all".

Low-income – a person whose median household income is at or below the Department of Health and Human Service Poverty Guidelines (see <https://www.hhs.gov/poverty/guidelines>).

Low-income Population – any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed Town program, policy, or activity.

Minority – a person who is:

- Black – person having origins in any of the black racial groups of Africa;

- Hispanic – person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- Asian American – person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- American Indian or Alaskan Native – person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.
- Two or More Races – person that is multi-racial and included in one of the above categories.

Minority Population – any readily identifiable group of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed Town program, policy, or activity.

Non-Compliance – recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – where designation of persons by race, color, or national origin is required, the following designation ordinarily may be used: "white not of Hispanic origin", "black not of Hispanic origin", "Hispanic", "Asian or Pacific Islander", and "American Indian or Alaskan Native". Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient – any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – an adverse effect that:

- is disproportionately borne by a minority population and/or a low-income population; or
- will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – any agency, such as a council of governments, regional planning agency, or educational institution, for example, that received federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, and consultants that receive these funds are all considered sub-recipients.

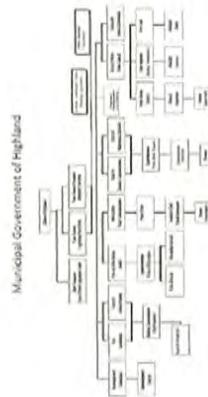
6.0 ADMINISTRATION

I. TITLE VI COORDINATOR AND RESPONSIBILITIES

The Town of Highland designates the Public Works Director, as the Title VI Coordinator (hereinafter referred to as the "Title VI Coordinator"). He/She shall have lead responsibility for coordinating the administration of Title VI and related statutes, programs, plans, and assurances. The Town's Title VI Coordinator's responsibilities include:

- **Program Administration** – Administer and implement the Town of Highland's Title VI plan and policy, ensuring compliance with the assurances, policy, and program objectives.
- **Internal Coordination** – Develop and maintain a Title VI liaison team, comprised of Department Heads or their designees, to ensure departments are implementing, monitoring, and complying with the Town of Highland's Title VI plan and policy.
- **Program Monitoring** – Conduct Title VI yearly reviews with liaisons in an effort to assist with identifying, addressing, and eliminating discrimination concerns in every department.
- **Training and Continuing Education** – Conduct or facilitate Title VI training programs with Department Heads for dissemination to employees and maintain a copy of training attendance logs. The Title VI Coordinator is also to receive the necessary training to stay current on Title VI and HUDOT requirements.
- **Communication of Requirements** – Work with liaisons to develop and disseminate Title VI information to contractors, subcontractors, vendors, and consultants.
- **Public Outreach** – Work with elected officials and department liaisons to ensure community involvement and outreach is in compliance with Title VI and provides equitable opportunities for participation.
- **Contract Compliance** – Ensure Title VI language is included in Town of Highland contracts as required. Establish procedures for reviewing contracts with sub-recipients, special interest programs, and activities to include Title VI Assurances.
- **Data Collection** – Collect, review, and preserve statistical data (race, color, national origin, language, gender, etc.) of participants in activities and programs to ensure the Town of Highland's continued compliance with Title VI. This will be done by providing the voluntary Title VI Public Participation Survey found in Appendix F at all public meetings.
- **LEP Plan** – Develop and implement the Town's Limited English Proficiency (LEP) Plan. Train department heads on the procedures and resources available when a person requests an interpreter, identify sources for foreign language translators. Provide Language Identification Flyers to all liaisons.
- **Records Maintenance** – Collect, review, and preserve data regarding the number of federally funded projects awarded or ongoing for the past three (3) years. Maintain all Title VI records and correspondence, including, but not limited to, signed employee acknowledgments, complaints and all correspondence regarding such, requests for language services, demographic statistics, department compliance reviews, and all Title VI federal agency correspondence and records.
- **Administer the Complaint Procedure** – Address all Title VI discrimination complaints, including ensuring compliance with complaint procedures and review and investigation of complaints. &

Highland Town Government Organizational



Organizational Chart as of
April 4, 2020.

- complete review of all complaints will be maintained, including the complaint form, all written records resulting from the investigation, and how the complaint was resolved.
- **Plan Updates** – Review and update the Title VI plan and policy as needed or required.
- **Reporting** – Prepare and submit Title VI program updates to INDOT as necessary.

III. TITLE VI LIAISONS

This interdisciplinary team is comprised of Department Heads, or their designees, from each department in the Town of Highland. The Title VI Coordinator shall maintain a list of department liaisons. They are responsible for the following:

- Ensure compliance with Title VI and related non-discrimination laws.
- Consult with the Title VI Coordinator when complaints are received or issues arise.
- Ensure all business pertaining to the selection, negotiation, and administration of applicable consultant contracts and agreements is accomplished without discrimination.
- Remove programmatic and architectural barriers from programs and activities in accordance with relevant non-discrimination laws.
- Ensure meaningful access to Town services and programs to minorities, persons with limited English proficiency, and low-income persons.
- Provide information in the appropriate language or interpreters as needed for individuals with disabilities and LEP.
- Provide input in the development and review of the Title VI and ADA implementation plans.

An organizational chart of the Town of Highland government and departments is on the next page.

III. COMPLAINTS

If any individual believes that he/she or any other program beneficiary has been the subject of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including limited English proficiency), sex, age, or disability, he/she may exercise his/her rights to file a complaint with the Town. The complaint process is included in Section 3.0 and the Complaint form is included in Appendix F. Complaints shall be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

IV. DATA COLLECTION

Statistical data on race, color, national origin, English language ability, and sex of participants in and beneficiaries of the Town programs (e.g., impacted citizens and affected communities) will be gathered and maintained using the voluntary Title VI Public Participation Survey found in Appendix F at all public meetings. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

V. PROGRAM REVIEWS

Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance with Title VI provisions and compliance with the requirements of INDOT. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The Town does not have any special emphasis programs at this time.

VI. TITLE VI REVIEWS ON SUB-RECIPIENTS

Title VI compliance reviews of sub-recipients will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those sub-recipients of federal funds with the greatest potential of impact to those groups covered. The reviews will entail examination of the sub-recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to INDOT upon request. Examples of sub-recipients would include applicants awarded funding through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) administered by the Town and contractors and consultants that receive funding provided to the Town by a Federal agency or through a recipient of monies from a Federal agency (e.g., INDOT through FHWA).

VII. ANNUAL REPORTING FORM

The Title VI Coordinator will be responsible for coordination, completion, and submission of the annual reporting form data to INDOT via the LPA Pre-Award Certification & Assurance, accessible online at <http://www.indot.in.gov>, by 11:59 p.m. on September 1 or as otherwise mandated by INDOT.

Annual updates to the Title VI Implementation Plan shall include goals for the new reporting period and information related to tracking of complaints and training of Town employees.

VIII. TRAINING

The Title VI Coordinator is required to attend an INDOT training session annually, at which time information will be obtained about other training opportunities for the coordinator and other Town staff, if applicable. The Title VI Coordinator will also monitor INDOT's annual directives related to information they require to be provided to prove the Town is meeting their Title VI compliance obligations. Under the direction of the Title VI Coordinator, liaisons will be required to document the Title VI training that is provided to their staff and track attendance. Documentation should include the type of training, number and type of individuals trained, and materials. Identification of training goals and opportunities for the upcoming year should be planned annually. All training needs to be documented on the annual reporting form to INDOT and Annual Goals and Accomplishments form. Frequency of training of staff is to be determined by the Town to meet INDOT requirements and ensure compliance with Title VI.

IX. PUBLIC DISSEMINATION

The Town will disseminate Title VI Program information to Town employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors, and beneficiaries. Public dissemination

will include inclusions of Title VI language in contracts and publishing the Title VI Plan on the Town of Highland's website, at www.highland.in.gov/.

X. REMEDIAL ACTION

The Town, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiency is found.

7.0 LIMITED ENGLISH PROFICIENCY (LEP)

On August 11, 2000, President William J. Clinton signed an executive order (Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency) to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This Executive Order stated that individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidelines, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only are all federal agencies required to develop LEP plans as a condition of receiving federal financial assistance, recipients must comply with Title VI and LEP Guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies to non-profit and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

A person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to the Town of Highland's programs and activities. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language, and/or translation, which means the written transfer of a message from one language into another language. The Town of Highland will determine when interpretation and/or translation are needed and are reasonable.

According to 2010-2014 American Community Survey information obtained from the U.S. Census, the number of individuals age 5 and over that identified as having the ability to speak English less than "very well" is less than 3.2% persons overall for the Town. Linguistically isolated households (households where no one 14 years of age or older speaks only English or speaks English "very well") speak Spanish (10.7%), other Indo-European languages (73.4%), and other languages (3.3%). The table below includes information about LEP populations in the Town.

Further detailed review using the U.S. EPA's EUSCREEN is available by Census Tract Block Group. EUSCREEN is a screening tool for pre-conditional use only and can help identify areas that may warrant additional

consideration, analysis, or outreach. It does not provide a basis for decision-making, but it may help identify potential areas of concern. Users should keep in mind that screening tools are subject to substantial uncertainty in their demographic and environmental data, particularly when looking at small geographic areas. This screening tool does not provide data on every environmental impact and demographic factor that may be relevant.

Table 1. Limited English Proficiency population estimates within the Town of Highland, Indiana.

Total Population Age 5 Years and Over	Speak English "very well"	Speak English less than "very well"	Total % Linguistically Isolated Households
22,817	21,807 (95.9%)	1,010 (4.4%)	1.7%

Source: U.S. Census, American Community Survey (ACS) 2010-2014

LANGUAGE ASSISTANCE

The Town of Highland shall consider the following to identify if an interpreter and/or translator are needed or if an LEP person needs language assistance:

- Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events.
- Have language identification Flashcards (see Appendix E) available at buildings where the public typically visits, including the Town Municipal Building, Public Works, and Police Department. Flashcards should be available at Human Resources and all Town Departments near customer service areas where they can be easily accessible by staff. Individuals self-identifying as persons not proficient in English may not be able to be accommodated with translation assistance at the time, but it will assist in identifying language assistance needs for future events.

LANGUAGE ASSISTANCE MEASURES

Although there is a low percentage of LEP individuals in the Town of Highland (persons who speak English less than "very well"), the Town will strive to offer language assistance using the following measures:

- If an individual asks for language assistance, the Town of Highland will determine if the individual is an LEP person and language assistance is necessary to provide meaningful access. The Town has the discretion to determine whether language assistance is needed and, if so, the type of language assistance necessary to provide meaningful access.
- When an interpreter is needed, in person or on the telephone, staff will attempt to determine what language is required and access the language interpreting service to be used.
- The Town of Highland will periodically assess the need for language assistance based on requests for interpreters and/or translators.

For more information regarding LEP, visit the Town website at www.highland.in.gov or contact:

PUBLIC WORKS DIRECTOR
Title VI Coordinator
8001 Kennedy Street

Highland, IN 46322
Phone: (219) 972-3068
Fax: (219) 972-3063
jooch@highland.in.gov

8.0 ENVIRONMENTAL JUSTICE

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies, and activities" undertaken by any agency receiving federal funds. This obligation will be met by the Town of Highland in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. According to U.S. Census data, the Town of Highland has a total minority percentage of 19.76% and over 6% of the population has income below the poverty level. Data summarized below includes information on low income and minority populations.

Table 2. Town of Highland, Indiana, Population by Race

Total by Race	Percent	Census Tract						
		405.05	406.02	406	407	408.01	408.02	
Total Population	23,717	100.00%	3,623	3,619	3,154	5,091	3,888	3,807
White	21,021	88.67%	2,841	3,057	3,379	4,513	3,570	3,661
African American	997	4.20%	430	211	94	161	68	33
Asian	310	1.26%	125	97	49	37	28	44
American Indian/Alaska Native	49	0.21%	1	4	13	7	10	14
Pacific Islander	1	0.00%	0	0	0	0	0	1
Two or More Races	231	0.98%	57	33	34	68	37	23
Other Race	1,022	4.31%	148	119	190	251	121	135
Total Hispanic Population	3,047	12.85%	497	385	334	631	494	523
Total Non-Hispanic Population	20,680	87.15%	3,126	3,234	2,820	4,460	3,394	3,485
Total Minority Population	4,646	19.58%	845	704	568	1,042	715	722

Source: U.S. Census Bureau, Census 2010

Table 3. Town of Highland, Indiana, Income and Low Income Population Data.

	Total
Median Household Income	\$42,138
Percentage of Families with Income Below the Poverty Level	6.3%
Percentage of All People with Income Below the Poverty Level	6.3%

Source: U.S. Census, American Community Survey (ACS) 2010-2014

There are two Census Tracts that have a minority population percentage that exceeds the total for the Town and could be considered a high minority population area. Further detailed review using the U.S. EPA's EUSCREEN is available by Census Tract Block Group. EUSCREEN is not intended to provide a risk assessment and does not provide data on every environmental impact and demographic indicator that may be relevant to a particular location, and data may be several years old. Screening results should be supplemented with additional information and local knowledge to get a better understanding of the issues in a selected location. Block Groups with minority and income population data are included on Table 4. High minority population (exceeds total Town percentage of 19.76%) and/or LEP populations (identified in the table as linguistically isolated households) are highlighted. Block Groups with low income populations near or above the state average of 20% are also highlighted.

Table 4. Town of Highland, Indiana, Block Group Data

Census Tract, Block Group	Approximate Population	% Minority Population	% Low Income Population	Linguistically Isolated Households
Tract 405, Block 011	1,032	18%	14%	0%
Tract 405, Block 012	1,362	18%	26%	0%
Tract 405, Block 013	1,030	17%	22%	2%
Tract 405, Block 021	1,736	21%	19%	11%
Tract 405, Block 022	1,313	16%	23%	1%
Tract 406, Block 001	952	15%	24%	0%
Tract 406, Block 002	732	18%	24%	0%
Tract 406, Block 003	864	20%	21%	4%
Tract 406, Block 004	1,047	22%	13%	0%
Tract 407, Block 001	2,009	21%	16%	0%
Tract 407, Block 002	1,123	22%	20%	3%
Tract 407, Block 003	1,363	20%	24%	0%
Tract 407, Block 004	851	15%	20%	0%
Tract 408, Block 011	1,265	18%	11%	0%
Tract 408, Block 012	1,478	18%	14%	1%
Tract 408, Block 013	1,318	20%	17%	0%
Tract 408, Block 021	1,451	15%	20%	3%
Tract 408, Block 022	890	7%	27%	0%
Tract 408, Block 023	1,038	24%	21%	0%

Source: U.S. Census Bureau, Census 2010 (ACS) 2010-2014

Additional investigation and outreach should be completed for projects in the highlighted block group areas. Statistics on Census Tract and Block Groups are included in Appendix E. Where a project impacts a small number or area of low income or minority populations, the Town will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.
- The project's impact is unavoidable;
- The benefits of the project far outweigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the Town will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the Town will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of a project on minority and/or low income population groups:

- **STEP ONE:** Determine if a minority or low income population is present within the project area. The means of making this determination may include a detailed review of census tract and/or block group information or other reliable sources. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population groups and/or low income population groups present, proceed to Step Two.
- **STEP TWO:** Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.
- **STEP THREE:** Propose measures that will avoid, minimize, and/or mitigate disproportionately high and disproportionate adverse impacts, and provide offsetting benefits and opportunities to enhance communities, neighborhoods, and individuals affected by the proposed project.
- **STEP FOUR:** If after mitigation, enhancements, and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:
 - o Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?
 - o Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?
 - o Question 3: Considering the overall public interest, is there a substantial need for the project?
 - o Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations
 - > (a) have other social economic or environmental impacts that are more severe than those of the proposed action?
 - > (b) have increased costs of extraordinary magnitude?

- **STEP FIVE:** include all findings, determinations, or recommendations in the environmental document prepared for the project.

9.0 FILING A TITLE VI COMPLAINT

I. INTRODUCTION

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding Town programs, activities, and services as required by statute. Any person who believes they have faced unequal treatment or discrimination as to the receipt of benefits and/or services based on their race, color, national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status, or limited English proficiency, has the right to file a written complaint as described herein. Complaints should be filed with the Town of Highland's Title VI Coordinator.

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Civil Rights Act of 1967, the Americans with Disabilities Act of 1990, and other relevant regulations, statutes, directives, and Executive Orders relating to any Federally-funded contract or activity administered by the Town. It also applies to sub-recipients, consultants, and contractors. Intimidation or retaliation of any kind is prohibited by law.

The procedures do not deny the right of the complainant to file formal complaints with other state and federal agencies, or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain timely resolution of complaints at the lowest level possible. The option of internal mediation meeting(s) between the affected parties, the Title VI Coordinator, and the Department Head may be utilized for resolution. A copy of the complaint form can be found in Appendix F.

II. PURPOSE

The purpose of the discrimination complaint procedures is to describe the process used by the Town for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. ROLES AND RESPONSIBILITIES

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion, assign a separate person to investigate the complaint. The assigned investigator will conduct an impartial and objective investigation, collect factual information, and prepare a fact-finding report based upon information obtained from the investigation.

IV. PROCEDURE FOR FILING A COMPLAINT

Any person, group of individuals, or entity that believes they have been excluded from participation in or denied benefits or services of any program or activity administered by the Town or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age, or disability may bring forth a complaint of discrimination under Title VI. All complaints are to be filed with the Town's Title VI Coordinator. The complainant(s) shall make themselves reasonably available to the assigned investigator to ensure completion of the investigation within the timespan set forth.

In all situations, employees of the Town must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints. Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. See Appendix F for the Title VI Complaint Form. The complaint must set forth, as fully as possible, the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complaint will be accepted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative. Upon review of the information included in the complaint, the Title VI Coordinator shall decide the course of action and notify the complainant of the determination. All complaints will be logged into the Complaint Log (see Appendix F).

Items that should not be considered a formal complaint (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include, but are not limited to:

- An anonymous complaint that is too vague to obtain required information
- Inquiries seeking advice or information
- Courtesy copies of court pleadings
- Newspaper articles
- Courtesy copies of internal grievances
- Oral complaints (unless provided by a Limited English Proficient person)

V. INVESTIGATION

The Title VI Coordinator shall designate a Department Head to lead the investigation. In the event the complaint is against a Department Head, the Title VI Coordinator shall lead the investigation. The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s) party for complaint
- Issues, events, or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation timeline and remedy sought by the complainant(s)

In conducting the investigation, the following factors will be considered:

- The investigation will address only those issues relevant to the allegations in the complaint.
- In accordance with DOT Order 1000.1.1, the Town of Highland shall keep all complainant's identities confidential except to the extent necessary for carrying out an investigation. If an investigator determines that it is necessary to disclose the complainant's identity to the responder or a third party,

- the investigator must first obtain complainant's written permission. The Complaint Consent/Release form is included in Appendix F. Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on an INDOOT-related contract against the Town of Highland, INDOOT will be notified and provided the opportunity to participate in the investigation of the complaint. Upon receipt of a Title VI complaint filed against the Town of Highland, the complaint and any pertinent information should immediately be forwarded to INDOOT's Title VI Program Manager.
- Complaints made against a Town of Highland's subcontractor should be investigated by the Town following the complaint process.
- Within 60 days of receiving the complaint, the investigator shall prepare an investigative report and submit the report and supporting documentation to the Title VI Coordinator for review.
- The Title VI Coordinator reviews the file and investigative report. Subsequent to the review, the Mayor makes a determination of "prossible cause" or "no possible cause" and prepares the decision letter based on the facts of the investigation in consultation with the Title VI Coordinator. A copy of the decision letter will be provided to the complainant.
- The complainant may receive a copy of the investigative report and shall be notified in the decision letter of their appeal rights.
- The Town may, at its discretion, extend any deadline above for a reasonable amount of time if needed to complete a thorough investigation.

The town enforces by the Town prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to assure rights protected by these laws. If someone experiences retaliation or intimidation separate from the discrimination alleged in this complaint, they should contact the Title VI Coordinator.

VI. APPEALS, RECORDKEEPING, AND REPORTING REQUIREMENTS

The complainant has the right to appeal the decision of the Town to INDOOT. The complainant must submit the appeal in writing to the Town's Title VI Coordinator within 14 days of receipt of the Town's decision letter. The appeal must cite the specific portion(s) of the findings that the complainant disagrees with and the reason(s) for the disagreement. The Town will forward the appeal to INDOOT's Title VI Program Manager within seven calendar days of receipt and cooperate fully in the appeal process as requested by INDOOT.

All records and investigative working files are to be maintained in a confidential area. Records are to be kept for a minimum of three years or the amount of time dictated by the state's Record Retention Schedule, whichever is longer. All complaints shall be documented on the complaint log. A copy of the complaint, together with a copy of the investigation report and final decision letter, will be forwarded to the INDOOT Title VI Program Manager following expiration of the appeal period.

10.0 PUBLIC INVOLVEMENT AND OUTREACH

The Town will provide information on Title VI responsibilities to the public and employees. Information will be available on postings in Town facilities, Town website, and employee handbooks. A review will be done of the Town's website for compliance with applicable accessibility guidelines and suggested improvements considered to provide better access to users. A voluntary public involvement survey will be available at all public meetings to collect information regarding persons affected by proposed projects. The voluntary survey will be anonymous and collect data regarding gender, ethnicity, race, age, disability status, household income, and other information. The survey will be available at all public hearings and meetings on projects, and completed surveys shall be retained for a minimum of three years from the date of the meeting or completion of the related project, if applicable. A copy of the public involvement survey is included in Appendix F. The Town will strive to modify the public involvement and outreach program based on input from respondents and INDOOT as needed.

11.0 TITLE VI PROGRAM GOALS FOR 2019

The Town has identified the following Title VI Program goals for 2019. Updates to the program goals will be provided as part of the annual Title VI Implementation Plan to be prepared annually.

1. The Town shall adopt the Non-Discrimination Policy Statement, Title VI Assurance, and Title VI Non-Discrimination Plan following a public hearing.
2. A copy of the Town of Highland's Title VI Non-Discrimination Plan will be provided to each Town Department Head, who will review the plan with departmental employees.
3. Prepare a list of department facilities and publish that list. A copy of the list should be provided to each department and made readily available to the public upon request.
4. The Town of Highland's Title VI Plan and all forms will be published on the Town of Highland's website.
5. The name and contact information of the Town's Title VI Coordinator will be provided on all relevant publications and on the Town website.
6. Ensure that the Federal-Aid Contract Language included in Appendix A is included in all Town contracts as outlined in the Title VI Plan.
7. The language in Paragraph Number 2 of the Town of Highland's Title VI Assurance will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
8. The procedure(s) for responding to individuals with Limited English Proficiency will be developed and implemented.
9. The Title VI Coordinator shall attend the mandatory training required by INDOOT on Title VI.
10. The Title VI Coordinator shall provide Department Heads with Title VI training and document and maintain attendance records of all training sessions.
11. All Town of Highland employees will be trained or made aware of the requirements of Title VI, the LEP procedure, and the Title VI complaint procedure.
12. Provide copies of the voluntary Title VI Public Participation Survey found in Appendix F at all public meetings.
13. Provide copies of the Language Identification Flashcards found in Appendix F to all Department Heads and ensure that all employees are aware of their location when needed.
14. Identify local foreign language translators that can be contracted to assist LEP individuals.
15. The following data will be collected and reviewed by the Title VI Coordinator and documented as noted in the Title VI Plan:
 - a. **Boards and Commissions:** The number of vacancies, how vacancies are advertised and filled, the number of applicants, and the representation of minorities on Town boards and commissions will be evaluated.
 - b. **Public Meetings:** Document the number of open meetings and how meeting dates and times were communicated to the general public and to individuals directly affected by the project will be documented.

- c. **Construction Projects:** The number of construction projects, minority contractors bidding, and the number selected will be documented, along with verification that Title VI language was included in bids and contracts for each project.
- d. **LEP Needs:** The number of requests for language assistance that were requested or required and the outcome of these requests.
- e. **Complaints:** The number of Title VI complaints received, nature of the complaints, and resolution of the complaints.
- f. **Timeliness of Services:** The number of requests for services, amount of time from request to when service was delivered, and number of requests denied.
- g. **Right-of-Way/Eminent Domain:** The number of such actions and diversity of individuals affected.
- h. **Program Participants:** Racial data of program participants, where possible, based on information provided by attendees on the non-mandatory, anonymous public involvement survey.
16. Begin preparation of the 2020 Title VI Implementation Plan in November 2019.

APPENDICES

APPENDIX A – FEDERAL-AID CONTRACT LANGUAGE

Appendix A

The following language is to be inserted in all Federal-aid contracts:

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations.** The contractor shall comply with Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-Discrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance.** In the event the contractor's non-compliance with the non-discrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include provisions of paragraphs (1) through (4) in every subcontract, including procurement of materials and leases of equipment, unless

except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B – TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States:

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Town of Highland, Indiana, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000e-4) does hereby remise, release, quitclaim and convey unto the Town of Highland, Indiana, all the right, title, and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Town of Highland, Indiana, and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Town of Highland, Indiana, its successors and assigns.

The Town of Highland, Indiana, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors, and assigns, that (1) no person shall on the grounds of race, color, sex, age, disability, income status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (1) (and) (2) that the Town of Highland, Indiana, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (1) and (2) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department shall have a right to enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C – PERMITS, LEASES, AND LICENSES

The following clauses shall be included in all deeds, leases, licenses, permits, or similar instruments entered into by the Town of Highland, Indiana, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc. (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 46, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation — execution of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(include in licenses, leases, permits, etc.)¹

That in the event of breach of any of the above non-discrimination covenants, the Town of Highland, Indiana, shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(include in deeds)²

That in the event of breach of any of the above non-discrimination covenants, the Town of Highland, Indiana, shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Indiana Department of Transportation and its assigns.

¹Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1997.

APPENDIX D – DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

"Significant" requires considerations of both context and intensity:

(a) Context. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.

(b) Intensity. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:

(1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

"Non-significant effects" means no substantial change to an environmental component and this no material bearing on the decision-making process.

Scientific, technical, institutional, the public's value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of "significant" and "non-significant" effects will be made by Department Heads, in consultation with the Title VI Coordinator.

APPENDIX E – LEP AND ENVIRONMENTAL JUSTICE INFORMATION



2010 Census Tract Map with approximate corporation limits



U.S. Census Bureau
FactFinder

SELECTED ECONOMIC CHARACTERISTICS
2010-2014 American Community Survey 5-Year Estimates

	2010-2014 ACS Estimates	Percent	MOR (CI)
Population 25+ by Educational Attainment			
Total	19,615	100%	272
Less than 9th Grade	332	2%	90
9th - 12th Grade, No Diploma	141	1%	14
High School Graduate	3,583	18%	100
Some College, No Degree	3,161	16%	169
Associate Degree	1,288	7%	90
Bachelor's Degree or more	1,102	6%	174
Population Age 16 Years by Ability to Speak English			
Total	22,217	100%	295
Speak only English	19,754	89%	300
Non-English at home	2,143	10%	179
Speak English "very well"	1,662	8%	163
Speak English "well"	481	2%	78
Speak English "not well"	169	1%	113
Speak English "not at all"	37	0%	36
Speak English "less than well"	268	1%	113
Uniquely identified non-speakers	129	1%	150
Linguistically Isolated Non-speakers			
Total	729	100%	81
Speak Spanish	509	70%	31
Speak Other Indo-European languages	124	17%	85
Speak Asian-Pacific Island languages	6	1%	11
Speak Other languages	90	12%	12

Town of Highland, Table 1 Reference Information

Census 2010 CDBG Beneficiaries Data Extract

Highland town

Total Population

	2010 Total	2010 ACS	2010 ACS	2010 ACS	2010 ACS	2010 ACS	2010 ACS
Number of Persons	43,721	43,621	43,621	43,621	43,621	43,621	43,621
Male	21,117	21,067	21,067	21,067	21,067	21,067	21,067
Female	22,604	22,554	22,554	22,554	22,554	22,554	22,554
Race	43,721	43,621	43,621	43,621	43,621	43,621	43,621
White	38,121	38,071	38,071	38,071	38,071	38,071	38,071
Black	3,121	3,071	3,071	3,071	3,071	3,071	3,071
Hispanic	1,221	1,171	1,171	1,171	1,171	1,171	1,171
Other	1,258	1,208	1,208	1,208	1,208	1,208	1,208

Hispanic Population

	2010 Total	2010 ACS	2010 ACS	2010 ACS	2010 ACS	2010 ACS	2010 ACS
Number of Persons	1,221	1,171	1,171	1,171	1,171	1,171	1,171
Male	611	601	601	601	601	601	601
Female	610	570	570	570	570	570	570
Race	1,221	1,171	1,171	1,171	1,171	1,171	1,171
White	1,171	1,121	1,121	1,121	1,121	1,121	1,121
Black	10	5	5	5	5	5	5
Hispanic	1,221	1,171	1,171	1,171	1,171	1,171	1,171

Town of Highland, Table 2 Reference Information

U.S. Census Bureau
FactFinder

SELECTED ECONOMIC CHARACTERISTICS
2010-2014 American Community Survey 5-Year Estimates

	2010-2014 ACS Estimates	Percent	MOR (CI)
Population 25+ by Educational Attainment			
Total	19,615	100%	272
Less than 9th Grade	332	2%	90
9th - 12th Grade, No Diploma	141	1%	14
High School Graduate	3,583	18%	100
Some College, No Degree	3,161	16%	169
Associate Degree	1,288	7%	90
Bachelor's Degree or more	1,102	6%	174
Population Age 16 Years by Ability to Speak English			
Total	22,217	100%	295
Speak only English	19,754	89%	300
Non-English at home	2,143	10%	179
Speak English "very well"	1,662	8%	163
Speak English "well"	481	2%	78
Speak English "not well"	169	1%	113
Speak English "not at all"	37	0%	36
Speak English "less than well"	268	1%	113
Uniquely identified non-speakers	129	1%	150
Linguistically Isolated Non-speakers			
Total	729	100%	81
Speak Spanish	509	70%	31
Speak Other Indo-European languages	124	17%	85
Speak Asian-Pacific Island languages	6	1%	11
Speak Other languages	90	12%	12

Town of Highland, Table 3 Reference Information

U.S. EPA EJSCREEN Reports

EJSCREEN Report (Version 2016)
 Blockgroup: 18080405011, INDIANA, EPA Region 5
 Tract 405, Block 011
 Approximate Population: 1,060
 Input Area (sq. miles): 0.23



Selected Variables	Value	State Avg.	State	EPA Region Avg.	State in EPA Region	USA Avg.	State in USA
--------------------	-------	------------	-------	-----------------	---------------------	----------	--------------

Demographic Indicator	Value	State Avg.	State	EPA Region Avg.	State in EPA Region	USA Avg.	State in USA
Demographic Index	185	275	45	150	84	265	37
Minority Population	10%	10%	48	14%	51	37%	30
Low Income Population	14%	37%	14	33%	19	35%	18
Linguistically Isolated Population	0%	4%	53	4%	56	5%	44
Population With Less Than High School Education	2%	12%	8	11%	11	14%	11
Population Under 5 years of age	2%	4%	8	4%	8	4%	9
Population over 65 years of age	8%	14%	85	14%	87	14%	83

Selected Variables	Value	State Avg.	State	EPA Region Avg.	State in EPA Region	USA Avg.	State in USA
--------------------	-------	------------	-------	-----------------	---------------------	----------	--------------

EJSCREEN Report (Version 2016)
 Blockgroup: 18080405011, INDIANA, EPA Region 5
 Tract 405, Block 012
 Approximate Population: 1,342
 Input Area (sq. miles): 0.38



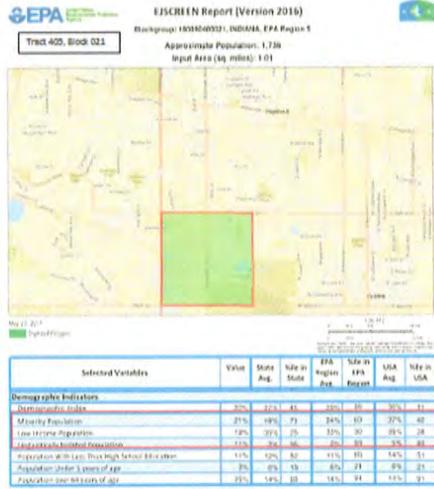
Selected Variables	Value	State Avg.	State	EPA Region Avg.	State in EPA Region	USA Avg.	State in USA
Demographic Index	22%	27%	45	15%	42	35%	14
Minority Population	18%	10%	48	14%	56	37%	37
Low Income Population	20%	37%	36	33%	42	35%	40
Linguistically Isolated Population	0%	4%	53	4%	56	5%	44
Population With Less Than High School Education	1%	12%	25	11%	33	14%	18
Population Under 5 years of age	3%	4%	21	4%	23	4%	23
Population over 65 years of age	12%	14%	48	14%	46	14%	51

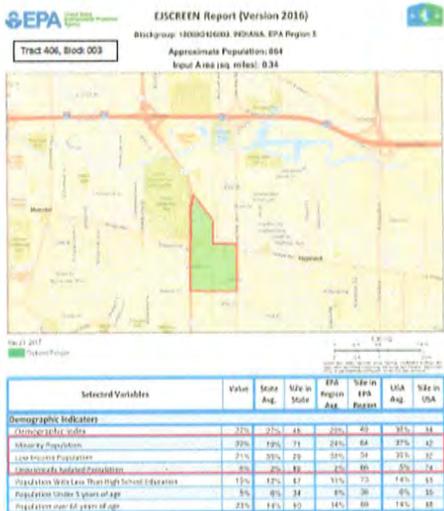
EJSCREEN Report (Version 2016)
 Blockgroup: 18080405011, INDIANA, EPA Region 5
 Tract 405, Block 013
 Approximate Population: 1,030
 Input Area (sq. miles): 0.13

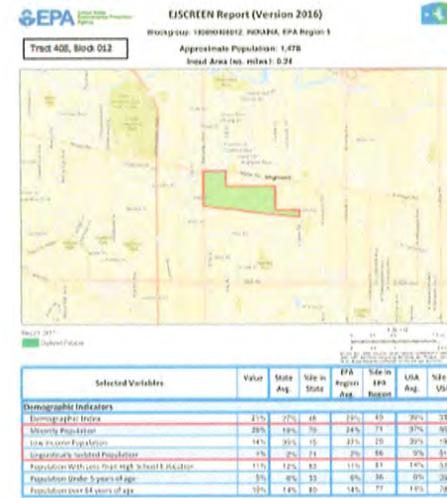
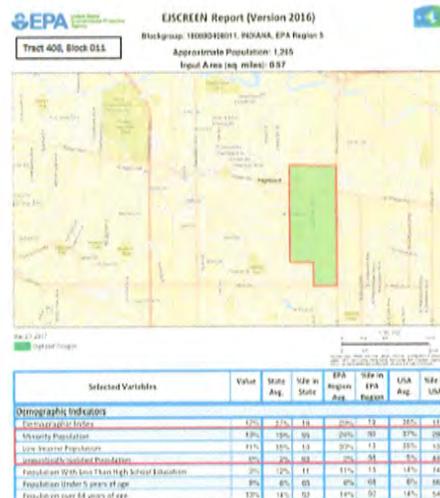
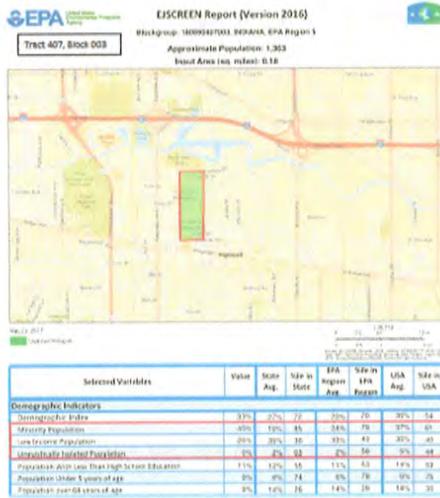


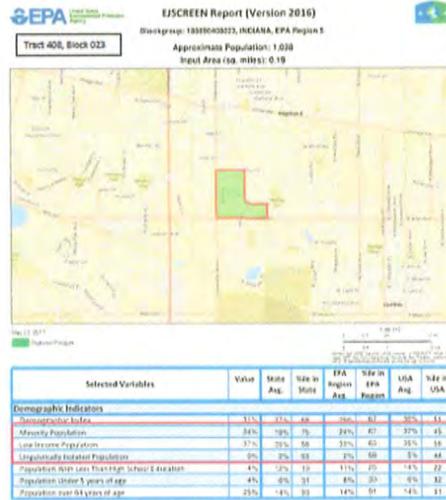
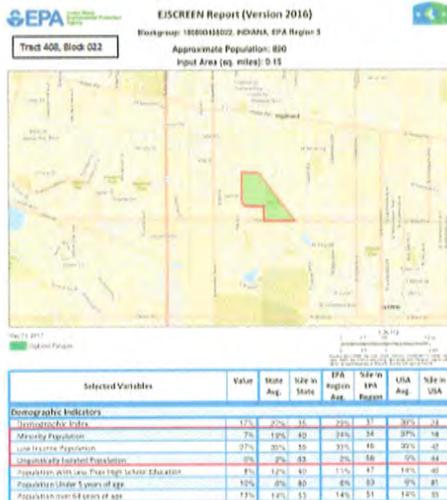
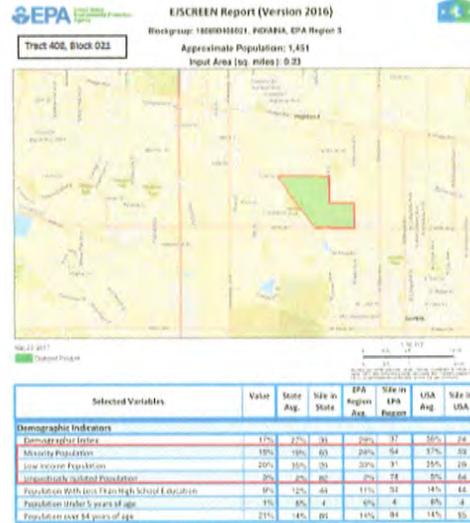
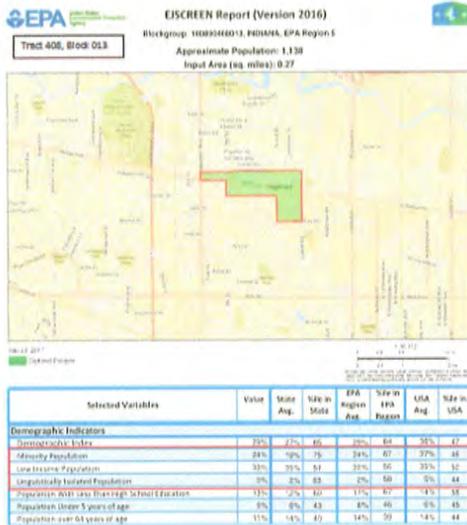
Selected Variables	Value	State Avg.	State	EPA Region Avg.	State in EPA Region	USA Avg.	State in USA
Demographic Index	11%	27%	43	15%	80	35%	14
Minority Population	8%	10%	48	14%	60	37%	39
Low Income Population	3%	35%	49	33%	64	35%	19
Linguistically Isolated Population	0%	4%	53	4%	60	5%	53
Population With Less Than High School Education	4%	12%	11	11%	39	14%	32
Population Under 5 years of age	1%	4%	8	4%	8	4%	8
Population over 65 years of age	17%	14%	72	14%	69	14%	71

Selected Variables	Value	State Avg.	State	EPA Region Avg.	State in EPA Region	USA Avg.	State in USA
--------------------	-------	------------	-------	-----------------	---------------------	----------	--------------









APPENDIX F -- FORMS

TOWN OF HIGHLAND NON-DISCRIMINATION POLICY STATEMENT

The Town of Highland reaffirms its policy to allow all individuals the opportunity to participate in federal friendly assisted services and adopts the following provision:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance." In applying this policy, the Town, and its subrecipients of Federal funds, shall not:

1. Deny any individual with any services, opportunity, or other benefits for which such individual is otherwise qualified;
2. Provide any individual with any services or other benefits which is inferior (in quantity or quality) to, or which is provided in a different manner from, that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Exclude an individual in any way from the enjoyment of services, facilities, or any other advantage, privilege, or other benefit provided to others;
5. Adopt or use methods of administration which would limit participation by any group of recipients or subject any individual to discrimination;
6. Exclude any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with Federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way which would limit or impede access to a federally funded service or benefit.

The Town of Highland will actively pursue the prevention of any Title VI offenses or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues within a period not to exceed 90 days.

The Town of Highland designates the Town of Highland Public Works Director, as the Town's Title VI Coordinator. The Title VI Coordinator will be responsible for including and monitoring Title VI activities and other required matters, ensuring that the Town of Highland complies with the Title VI regulations, and pursue prevention of Title VI offenses or violations. Inquiries concerning the Town of Highland and Title VI may be directed to the Title VI Coordinator at:

Town of Highland Title VI Coordinator
3025 Kennedy Street
Highland, IL 62333
Phone: (218) 972-5069 Fax: (218) 972-5083
jbach@highland.il.gov

Town Council President

Town of Highland Title VI Coordinator

Enrolled Minutes
Highland Town Council
July 13, 2020
Page 24

TOWN OF HIGHLAND TITLE VI ASSURANCE

The Town of Highland, Indiana (hereinafter referred to as the "Recipient"), by its Town Council, HEREBY AGREES that as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 20000-42 USC 20000-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs for the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Indiana Department of Transportation, and HEREBY GIVES ASSURANCES that it will promptly take any measures necessary to effectuate this assurance. This assurance is required by subsection 21.7 of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(f) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in accepted form in all proposals for negotiated agreements:

"The Town of Highland, Indiana, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 20000-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and
 - b. for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
 9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

PASSED AND ADOPTED by the Town Council of the Town of Highland by a _____ vote of all members present and voting this _____ day of _____, 2019.

TOWN COUNCIL OF THE TOWN OF HIGHLAND

Bonne Zeman - 1st Ward

Mark Hanks - 2nd Ward

Mark Schoede - 3rd Ward

Thomas Black - 4th Ward

Roger Shearman - 5th Ward

ATTEST:

Michael W. Griffin, Clerk-Treasurer

Appendix A

The following language is to be inserted in all federal-aid contracts:

During the performance of this contract, the contractor, for itself, its assigns and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-Discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Notification for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and to facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance:** In the event the contractor's non-compliance with the non-discrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Town of Highland, Indiana, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the Town of Highland, Indiana all the right, title, and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Town of Highland, Indiana, and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Town of Highland, Indiana, its successors and assigns.

The Town of Highland, Indiana, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors, and assigns, that (1) no person shall on the grounds of race, color, sex, age, disability, income status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (1) (and) (2) that the Town of Highland, Indiana, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (1) and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Town of Highland, Indiana, pursuant to the provisions of Assurance 7(e)

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above non-discrimination covenants, the Town of Highland, Indiana shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(include in deeds)*

That in the event of breach of any of the above non-discrimination covenants, the Town of Highland, Indiana, shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Indiana Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

TOWN OF HIGHLAND TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance."

This form may be used to file a complaint with the Town of Highland based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.

If you need assistance completing this form, please contact Town of Highland Title VI Coordinator by phone at (219) 872-2068 or via e-mail at _____@highland.in.gov.

Name: _____ Date: _____

Street Address: _____

Town: _____ State: _____ Zip Code: _____

Telephone: _____ (home) _____ (work) _____ (other)

Individual(s) discriminated against, if different than above (use additional pages, if needed): _____

Name: _____ Date: _____

Street Address: _____

Town: _____ State: _____ Zip Code: _____

Telephone: _____ (home) _____ (work) _____ (other)

Please explain your relationship with the individual(s) indicated above:

Name of agency and department or program that discriminated: _____

Agency or department name: _____

Name of individual (if known): _____

TOWN OF HIGHLAND TITLE VI COMPLAINT FORM (CONTINUED)

Date(s) of alleged discrimination: _____

Date discrimination began: _____ Last or most recent date: _____

ALLEGED DISCRIMINATION: If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

Race Color Religion National Origin Age Sex

Disability Income Other (please specify) _____

Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination (attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____

Please return completed form to: _____

Town of Highland Title VI Coordinator
8005 Kennedy Street
Highland, IN 46322
Phone: (219) 872-2069
Fax: (219) 872-2063
joach@highland.in.gov

Note: The Town of Highland prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the Town. Please inform the person listed above if you feel you were intimidated or otherwise personal retaliation in reaction to filing this complaint.

COMPLAINANT CONSENT/RELEASE FORM

LANGUAGE IDENTIFICATION FLASHCARD

2004 Census Test	LANGUAGE IDENTIFICATION FLASHCARD	2010 Census
<input type="checkbox"/>	عربي	1. Arabic
<input type="checkbox"/>	Հայերեն	2. Armenian
<input type="checkbox"/>	বাংলা	3. Bangali
<input type="checkbox"/>	ខ្មែរ	4. Cambodian
<input type="checkbox"/>	Chimorro	5. Chimorro
<input type="checkbox"/>	Chinese	6. Simplified Chinese
<input type="checkbox"/>	Chinese	7. Traditional Chinese
<input type="checkbox"/>	Croatian	8. Croatian
<input type="checkbox"/>	Czech	9. Czech
<input type="checkbox"/>	Dutch	10. Dutch
<input type="checkbox"/>	English	11. English
<input type="checkbox"/>	Farsi	12. Farsi

<input type="checkbox"/>	French	13. French
<input type="checkbox"/>	German	14. German
<input type="checkbox"/>	Greek	15. Greek
<input type="checkbox"/>	Haitian Creole	16. Haitian Creole
<input type="checkbox"/>	Hindi	17. Hindi
<input type="checkbox"/>	Hmong	18. Hmong
<input type="checkbox"/>	Hungarian	19. Hungarian
<input type="checkbox"/>	Italian	20. Italian
<input type="checkbox"/>	Javanese	21. Javanese
<input type="checkbox"/>	Japanese	22. Japanese
<input type="checkbox"/>	Korean	23. Korean
<input type="checkbox"/>	Laotian	24. Laotian
<input type="checkbox"/>	Polish	25. Polish

<input type="checkbox"/>	Portuguese	26. Portuguese
<input type="checkbox"/>	Romanian	27. Romanian
<input type="checkbox"/>	Russian	28. Russian
<input type="checkbox"/>	Serbian	29. Serbian
<input type="checkbox"/>	Slovak	30. Slovak
<input type="checkbox"/>	Spanish	31. Spanish
<input type="checkbox"/>	Tamil	32. Tamil
<input type="checkbox"/>	Thai	33. Thai
<input type="checkbox"/>	Tongan	34. Tongan
<input type="checkbox"/>	Ukrainian	35. Ukrainian
<input type="checkbox"/>	Urdu	36. Urdu
<input type="checkbox"/>	Vietnamese	37. Vietnamese
<input type="checkbox"/>	Yiddish	38. Yiddish

2. **Proposed Ordinance No. 1718.1691-C:** An Ordinance To Amend Ordinance No. 1691 Fixing The Wage And Salary Rates Of The Elected Officers, The Non-Elected Officers, And The Employees Of The Town Of Highland, Indiana Particularly Amending Pay Associated With A New Position In The Public Works Department (Agency) And Making Related Amendments To The Compensation And Benefits Ordinance.

Councilor Black introduced and moved the consideration of Proposed Ordinance No. 1718.1691-C at the same meeting of its introduction. Councilor Sheeman seconded.

With leave from the Town Council, there was discussion prior to a vote on the pending motion, regarding the readiness of the Town Council to consider the ordinance, particularly the matter of the job description of an Administrative Assistant in the Public Works Department (Agency).

Upon a roll call vote, a unanimous vote being necessary, there were three affirmatives and two negatives. With Councilors Zemen, Sheeman and Schocke voting in the affirmative, and Councilors Herak and Black voting in the negative, the motion to consider at the first meeting of introduction did not pass. The proposed ordinance now an introduced ordinance could be considered at a future meeting.

Ordinance as introduced and filed, is available with the Office of the Clerk-Treasurer.

3. **Resolution No. 2020-34:** A Resolution Authorizing, Delegating and Instructing the Town Council President to Vote for A member of the Board of Directors of Trust between the Town of Highland and the Accelerating Indiana Municipalities (AIM) formerly the Indiana Association of Cities and Towns, Operating as a Cooperative Health Benefit Arrangement, pursuant to I.C. 5-10 et seq; and IC 36-1-3.

Councilor Zemen moved the passage and adoption of Resolution No. 2020-34. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was adopted.

**Town of Highland
Resolution No. 2020-34**

A RESOLUTION AUTHORIZING, DELEGATING AND INSTRUCTING THE TOWN COUNCIL PRESIDENT TO VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF TRUST BETWEEN THE TOWN OF HIGHLAND AND THE ACCELERATING INDIANA MUNICIPALITIES (AIM) FORMERLY THE INDIANA ASSOCIATION OF CITIES AND TOWNS, OPERATING AS A COOPERATIVE HEALTH BENEFIT ARRANGEMENT, PURSUANT TO I.C. 5-10 ET SEQ; AND IC 36-1-3.

WHEREAS, Title 36, Article 1 Chapter 4 of the Indiana Code confers certain general corporate powers on the several units of government in Indiana;

WHEREAS, Title 5, Article 10, Chapters 2.2 and 2.6 enables a public employer to provide programs of group health insurance by purchasing policies of group insurance or establishing self-insurance programs;

WHEREAS, Title 5, Article 10, Chapter 8 further enables two or more public employer to establish a common and unified plan of group insurance for employees, including retired employees;

WHEREAS, The Town Council of the Town of Highland, previously approved the Town of Highland's participation and founding membership in a cooperative health benefit arrangement for the good of all qualified members of the Indiana Association of Cities and Towns, now known as the Accelerating Indiana Municipalities, authorizing entry into an Agreement and Declaration of Trust of the IACT Medical Trust, now known as the Aim Medical Trust;

WHEREAS, The cooperative health benefit arrangement for the good of all qualified members of Aim forming the Aim Medical Trust, is governed by a board of directors;

WHEREAS, All member cities and towns of the cooperative health benefit arrangement for the good of all qualified members of Aim, formerly the Indiana Association of Cities and Towns forming the Aim Medical Trust, is empowered to participate in the election of the board of directors; and

WHEREAS, The Town Council of the Town of Highland now desires to delegate, and confer authority upon the Town Council President to complete and submit the official ballot on behalf of the Town of Highland,

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Highland, Lake County, Indiana, as follows:

Section 1. That the Town of Highland is a founding member in the cooperative health benefit arrangement for the good of all qualified members of Aim, formerly the Indiana Association of Cities and Towns operated as the Aim Medical Trust;

Section 2. That the Town of Highland as a participating member in the cooperative health benefit arrangement for the good of all qualified members of the Indiana Association of Cities and Towns operated as the Aim Medical Trust, is entitled to submit a ballot in the election of the Board of Directors of the Trust;

Section 3. That the Town Council of the Town of Highland now authorizes, delegates and instructs the Town Council President to complete the authorized ballot for the forthcoming election of members to the **Board of Directors of the Aim Medical Trust**, voting for no more than one nominee for consideration to serve on the Board for a three-year term, which commences August 1, 2020;

Section 4. That the Town Council of the Town of Highland also takes legislative notice that there is one nominee, of which only one may be elected, that nominee being **(1) Joseph Thallemer, Warsaw City Mayor**, a current member;

Section 5. That the Town Council of the Town of Highland further instructs the Town Council President to select the nominee for a term on the Board of Directors, and submit the completed ballot on or before the deadline of Wednesday, July 15, 2020;

DULY RESOLVED AND ADOPTED this 13th Day of July 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA**

/s/ Mark J. Schocke, President (IC 36-5-2-10)

ATTEST:

/s/Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

- 4. Works Board Order No. 2020-34:** An Order of the Works Board Accepting the Bid of Walsh & Kelly, Incorporated for the 2020 Community Crossing Matching Grant Street Improvement Project Being the Lowest Responsive and Responsible Bid in the amount of One Million Five Hundred Ninety-two Thousand Six Hundred Fifty-four Dollars and Forty-eight Cents (\$1,592,654.48).

Councilor Zemen moved the passage and adoption of Works Board Order No. 2020-34. Councilor Herak seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The order was adopted.

**TOWN of HIGHLAND
Board of Works
Order of the Works Board No. 2020-34**

AN ORDER OF THE WORKS BOARD ACCEPTING THE BID OF WALSH & KELLY, INCORPORATED FOR THE 2020 COMMUNITY CROSSING MATCHING GRANT STREET IMPROVEMENT PROJECT BEING THE LOWEST RESPONSIVE AND RESPONSIBLE BID IN THE AMOUNT OF ONE MILLION FIVE HUNDRED NINETY-TWO THOUSAND SIX HUNDRED FIFTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$1,592,654.48)

Whereas, The Town of Highland, through its Town Council, which is the Works Board of the Municipality pursuant to I.C. 36-1-2-24(3), has determined a need to improve the certain roadway sections, listed in Appendix A, attached hereto and made a part of this Order, compiled into one (1) project identified as the 2020 Community Crossings Match Grant Street Improvement Project (Project); and

Whereas, the Town had applied and were successfully awarded a Community Crossings Matching Grant for the Project from the State of Indiana in the amount of Seven Hundred Ninety-six Thousand Three Hundred Twenty-seven Dollars and 24/100 Cents (\$796,327.24), which represents fifty percent of the estimated construction cost; and

Whereas, NIES Engineering, Incorporated had prepared plans and specifications for the Project and the project was bid in accordance with I.C. 36-1-12 *et seq.* and notice was published in accordance with I.C. 5-3-1; and

Whereas, the following bids were received at 10:00 a.m. on June 30, 2020:

	<u>Bidder</u>	<u>Base Bid</u>
1.	Walsh & Kelly, Inc.	\$1,592,654.48
2.	Rieth-Riley Construction Co., Inc.	\$1,645,686.57
3.	Gallagher Asphalt Corporation	\$2,264,724.46
	Engineer's Estimate	\$2,003,708.90

Whereas, NIES Engineering, Incorporated and the Director of Public Works have reviewed the bids and determined that the bid of Walsh & Kelly, Incorporated in the amount of One Million Five Hundred Ninety-two Thousand Six Hundred Fifty-four Dollars and 48/100 Cents (\$1,592,654.48) to be the lowest responsive and responsible bid.

Whereas, There are sufficient and available appropriations balances on hand to support the payments under the agreement, pursuant to IC 5-22-17-3(e); and

Whereas, The Town of Highland, through its Town Council, now desires to accept the recommendation of the Public Works Director and award a construction contract to Walsh & Kelly, Incorporated for the 2020 Community Crossings Match Grant Street Improvement Project.

Now, Therefore, Be It Hereby Ordered by the Town Council of the Highland, Indiana acting as the Works Board of the Town:

Section 1. That the bid of Walsh & Kelly, Incorporated for the 2020 Community Crossings Match Grant Street Improvement Project in the amount of One Million, Five Hundred Ninety-two Thousand, Six Hundred Fifty-four Dollars and forty-eight cents (\$1,592,654.48) is hereby accepted as the lowest responsive and responsible bid;

Section 2. That the Public Works Director and Clerk Treasurer are hereby authorized to execute the agreement and all documents necessary to implement the project.

Be it So Ordered.

Duly Adopted, Resolved and Ordered by the Highland Town Council, Lake County, Indiana, acting as the Works Board this 13th day of July 2020. Having been passed by a vote of 5 in favor and 0 opposed.

**BOARD OF WORKS OF THE TOWN OF
HIGHLAND, INDIANA**

/s/ Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

- 5. Resolution No. 2020-35:** A Resolution Authorizing the Entry into an Interlocal Cooperation Agreement for the Purchase and Utilization of construction Services for Mutual Benefit Between the Town of Highland and the Town of Schererville Regarding the Community Crossings Grant Project Associated with the improvement of Main Street, 1,270' west Kennedy Avenue to 570' east of Kennedy Avenue (Main Street CCMG Paving Project).

Councilor Herak moved the passage and adoption of Resolution No. 2020-35. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was adopted.

TOWN of HIGHLAND, LAKE COUNTY, INDIANA
TOWN COUNCIL
RESOLUTION No. 2020-35

A RESOLUTION AUTHORIZING THE ENTRY INTO AN INTERLOCAL COOPERATION AGREEMENT FOR THE PURCHASE AND UTILIZATION OF CONSTRUCTION SERVICES FOR MUTUAL BENEFIT BETWEEN THE TOWN OF HIGHLAND AND THE TOWN OF SCHERERVILLE REGARDING THE COMMUNITY CROSSINGS GRANT PROJECT ASSOCIATED WITH THE IMPROVEMENT OF MAIN STREET, 1,270' WEST KENNEDY AVENUE TO 570' EAST OF KENNEDY AVENUE (MAIN STREET CCMG PAVING PROJECT)

Whereas, The Town Council of Highland, Lake County, Indiana, acting as the Works Board of the municipality has reviewed the needs and requirements regarding the providing of maintenance and improvement services to the public ways of the Town;

Whereas, The Town Council of Highland, Lake County, Indiana, acting as the legislative body of the municipality, has been advised that the provisions of Indiana 36-1-7-1 *et seq.*, as amended from time to time, permit political subdivisions and entities to make the most efficient use of their powers by enabling political subdivisions to mutually purchase and utilize equipment, supplies and services for the mutual benefit of the participating governmental entities;

Whereas, The Town of Highland, Lake County, Indiana, is a political subdivision empowered by the terms and provisions of Indiana Code 36-1-7-1, *et seq.*, as amended from time to time, to enter into agreements with participating governmental units for the purchase and utilization of equipment, supplies and services;

Whereas, The Town of Schererville, Lake County, Indiana is also a political subdivision or entity empowered by the aforesaid Interlocal Cooperation act, as amended with authority to contract on behalf of and with each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost;

Whereas, Town of Highland, Lake County, Indiana, by and through its Town Council and Town of Schererville, Lake County, Indiana, by and through its Town Council, each seek to enter into an agreement constructed pursuant to IC. 36-1-7-1, *et seq.* with and among each other to provide for the ability and flexibility to purchase and utilize supplies, and re-construction and improvement services for the mutual benefit of the participating entities, at a shared cost particularly related to the **Community Crossings Grant Project involving the improvement of Main Street, 1,270' west Kennedy Avenue to 570' east of Kennedy Avenue (Main Street CCMG Paving Project)**, a public way contiguous to and shared by both jurisdictions and funded by resources associated with the Local Road and Bridge Grant Fund of the State of Indiana; and

Whereas, The Town of Highland, Lake County, Indiana, by and through its Town Council, has determined that entry into a joint agreement with Town of Schererville, Lake County, Indiana, by and through its Town Council for the purchase and utilization of supplies, equipment and professional engineering services for the participating governmental units is in the best interests of the residents of the Town of Highland, and therefore, has determined that it is advisable to enter into and become a participating unit under such an agreement pursuant to applicable provisions of State Law,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL of the TOWN of HIGHLAND, LAKE COUNTY, INDIANA:

Section 1. That the Town Council of the Town of Highland, Lake County, Indiana, shall take all appropriate and legal measures to enter into an Interlocal Cooperation Agreement with the Town of Schererville, by and through its Town Council in order to purchase and utilize supplies, equipment and to engage in construction, reconstruction and improvement activities on behalf of the participating entities for the mutual benefit of the participating entities at a substantial savings for the following services related to the Resurfacing Project involving **the improvement of Main Street, 1,270' west Kennedy Avenue to 570' east of Kennedy Avenue (Main Street CCMG Paving Project)**;

Section 2. That the President of the Town Council is hereby authorized and permitted to enter into an Interlocal Cooperation Agreement for the purchase and utilization of equipment, supplies and services for the mutual benefit of the political subdivisions herein named, at shared costs, pursuant to the applicable provisions of Indiana Code 36-1-7-1, *et seq.*, as amended from time to time; further, the Clerk-Treasurer is hereby authorized to attest the execution of said agreement by the President of the Town Council;

Section 3. That a copy of the Interlocal Cooperation agreement between and among the two parties shall be attached to this Resolution and incorporated herein by reference;

Section 4. That this Resolution shall take effect and be in full force and effect from and after its passage by the Town Council of the Town of Highland, Lake County, Indiana.

Duly Adopted by the Town Council of the Town of Highland, Lake County, Indiana, this 13th day July 2020. Having been passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA**

/s Mark J. Schocke, President IC 36-5-2-10

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

EXHIBIT: INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT for the PURCHASE and UTILIZATION of CONSTRUCTION, SERVICES for MUTUAL BENEFIT CONNECTED with a HIGHWAY IMPROVEMENT PROJECT

Whereas, Indiana Code 36-1-7-1, et seq., allows local government entities to make the most efficient use of their powers by enabling them to mutually purchase and utilize equipment, supplies and services for the mutual benefit of each other; and

Whereas, The Town of Highland, through its Town Council organized pursuant to and the Town of Schererville through its Town Council organized under IC 36-5 et seq., Lake County, Indiana are political subdivisions empowered by the aforesaid Interlocal Cooperation Act, as amended, with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

Whereas, The Town of Highland, through its Town Council and the Town of Schererville through its Town Council all as participating entities now desire to enter into an agreement constructed pursuant to IC. 36-1-7-1, et seq., with Highland's Town Council, to provide for the ability to provide construction services for the mutual benefit of the participating entities, and at a shared cost;

Now Therefore, In consideration of the mutual terms, covenants, and conditions set forth herein, the Town of Highland, by and through its Town Council and the Town of Schererville by and through its Town Council hereby agree as follows:

Section 1. DURATION. The duration of this agreement shall be from August 1, 2020 through July 31, 2021, provided said agreement is adopted by Resolution by each of the governing boards of the relevant two aforesaid political subdivisions as participating entities, prior to that date, or up to and including July 31, 2021, and may be renewable each calendar year thereafter by agreement of the parties, evidenced by passage of similar resolutions, should the purposes of this agreement or Section 7 herein require it.

Section 2. PURPOSE. The purpose of this agreement is to authorize and allow the Town of Highland through its Town Council to engage in construction, reconstruction and improvement activities on behalf of the two participating entities for the mutual benefit of the participating entities at a substantial savings for the following services related to the Community Crossings Grant Project involving the **improvement of Main Street, 1,270' west Kennedy Avenue to 570' east of Kennedy Avenue (Main Street CCMG Paving Project)**.

Section 3. ADMINISTRATION and AUTHORITY DELEGATION. This agreement shall be administered through an *enhanced* entity comprised of the Town of Highland's Works Board, as defined by IC 36-1-2-24 (4). The powers of the enhanced entity shall be as follows:

(a) The powers of the enhanced entity shall be exercised by the Highland Works Board, as defined by IC 36-1-2-24 (4), and shall be construed to include all powers directly granted it under IC 36-5 et seq., those powers permitted under IC. 36-1-7-2 and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the Improvement Project described in section 2 of this agreement.

(b) Change orders will be provided for review and concurrence by all participating entities. By adoption and approval of this agreement, the Town of Schererville has consented to make review and concurrence a ministerial task to be undertaken by a person or officer each will respectively authorize and, once chosen, will be empowered to evidence review and concurrence on behalf of the respective participating entity by letter transmitted to the Schererville Works Board acting as an enhanced entity. The Town of Highland by and through its Works Board, as defined by IC 36-1-2-24 (4), will finally approve all change orders and its proper officers will evidence approval by their signatures.

Section 4. ACCOUNTS and FINANCE. This agreement hereby delegates to the duly elected Clerk-Treasurer of the Town of Highland, the duty to receive, disburse, and account for all moneys of this undertaking pursuant to the terms of this agreement. The Clerk-Treasurer shall perform all usual duties associated with the office and as required by law.

Section 5. TERMS. In consideration of the mutual promises contained herein, it is further agreed as follows:

(a) The Town of Schererville by and through its Town Council agrees that the Highland Town Council, which is the municipal works under IC 36-1-2-24, shall serve as an enhanced entity behalf of the two participating entities. The enhanced entity shall provide administration and supervision over general construction services related to the improvement project described herein. As for those portions of the project related to public way resurfacing, and all other improvement installation, the enhanced entity will carry-out administration and supervision over general construction services on behalf of the participating entities, according to specifications outlined in the project specifications as drafted and duly approved for the improvement project described herein;

(b) The Town of Schererville through its Town Council agrees and shall contribute the amount of *Thirty-one Thousand fourteen Dollars and 04/100 Cents (\$31,014.04)* to the Highland Works Board acting as an enhanced entity, payable from its Community Crossings Matching Grant Fund to be payable upon terms as the enhanced entity may direct, not later than September 1, 2020;

(c) The Town of Highland through its Town Council agrees and shall contribute the amount of *Thirty-one Thousand fourteen Dollars and 04/100 Cents (\$31,014.04)* to the Highland Works Board acting as an enhanced entity, payable from proper Fund or Funds of the Town as it may identify, to be deposited in an appropriate fund, to be payable over the course of the project not later than September 1, 2020;

(d) Further, that the participating entities described in subdivision (c) of Section 5 of this agreement consent to pay the amount herein identified and any that may lawfully be incurred in consequence of this project as a *pro-rata* share of the net amounts due, allowing for that portion of the contribution that under the terms of the community crossings grant or otherwise, would be otherwise reimbursable to each participating entity individually but will be instead reimbursable to the enhanced entity;

(e) Still further, following the conclusion of construction herein, in the event that costs are below the initial estimates used to determine the initial contributions of the participating entities producing refunded savings, the enhanced entity will make a "good faith settlement" with the participating entities as an estimated pro-rata share of the net amounts due of the refunded savings, after allowances;

(f) Still further, following the conclusion of construction herein described, in the event that costs are above the initial estimates used to determine the initial contributions of the participating entities producing additional costs, the participating entities will contribute to the enhanced entity as a pro-rata share of the net amounts due of the additional costs, as identified;

Section 7. MEETINGS and GOVERNING LAW. In acting as an enhanced entity, the Schererville Works Board, as defined by IC 36-1-2-24 (4) shall adhere to and comply with all applicable laws governing its action when acting as a Town Council;

Section 8. TITLE. Upon satisfactory completion and acceptance of the project, the enhanced entity is dissolved, and those improvements of public way and other infrastructure improved or installed in consequence of the **Main Street CCMG Paving Project** described herein, become property of the respective individual political subdivisions, to the extent those improvements lie within the particular lawful boundaries of the particular political subdivisions, all according to governing law.

Section 9. COUNTERPARTS. This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 10. RECORDING. Before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective under Paragraph 1 of this agreement after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

TOWN of HIGHLAND, INDIANA
3333 Ridge Road, Highland, Indiana 46322-2089

By and Through its Town Council

By: _____
Mark Schocke, President

Attest:

Michael W. Griffin, IAMC/ MMC/CPFA/ACPFIM/CMO,
Clerk-Treasurer
Town of Highland, Indiana

Participant Execution Date: _____

Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective under Paragraph 1 of this agreement after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

TOWN of SCHERERVILLE, INDIANA
10 East Joliet Street, Schererville, Indiana 46375

By and Through its Town Council

By: _____
Tom Schmitt, President

Attest:

Mike Troxel, Clerk-Treasurer
Town of Schererville, Indiana

Participant Execution Date: _____

- 6. **Works Board Order No. 2020-35:** An Order Approving and Authorizing An agreement between NIES Engineering, Incorporated and the Town of Highland to perform Professional Engineering Services during Construction for the 2020 Community Crossings Matching Grant (CCMG) Street Improvement Project in the amount not-to-exceed \$66,500.

Councilor Herak moved the passage and adoption of Works Board Order No. 2020-35. Councilor Black seconded. Upon a roll call vote , there were five affirmatives and no negatives. The motion passed. The order was adopted.

**TOWN OF HIGHLAND
BOARD OF WORKS
ORDER OF THE WORKS BOARD NO. 2020-35**

AN ORDER APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN NIES ENGINEERING, INCORPORATED AND THE TOWN OF HIGHLAND TO PERFORM PROFESSIONAL ENGINEERING SERVICES DURING CONSTRUCTION FOR THE 2020 COMMUNITY CROSSINGS MATCHING GRANT (CCMG) STREET IMPROVEMENT PROJECT IN THE AMOUNT NOT-TO-EXCEED \$66,500

Whereas, The Town of Highland, through its Town Council, which is the Works Board of the Municipality pursuant to I.C. 36-1-2-24(3), has determined a need to improve the certain roadway sections, listed in Appendix A, attached hereto and made a part of this Order, compiled into one (1) project identified as the 2020 Community Crossings Match Grant Street Improvement Project (Project);

Whereas, The Town had applied and were successfully awarded a Community Crossings Matching Grant for the Project from the State of Indiana in the amount of Seven Hundred Ninety-six Thousand Three Hundred Twenty-seven Dollars and twenty-four Cents (\$796,327.24), which represents fifty percent of the estimated construction cost;

Whereas, NIES Engineering, Incorporated had prepared plans and specifications for the Project and the project was bid in accordance with I.C. 36-1-12 *et seq.* and notice was published in accordance with I.C. 5-3-1;

Whereas, The Town has heretofore awarded a construction contract to Walsh & Kelly, Inc., in the amount of One Million Five Hundred Ninety-two Thousand Six Hundred Fifty-four Dollars and forty-eight Cents (\$1,592,654.48) to be the lowest responsive and responsible bid and has further determined a need to engage professional engineering services during construction to supervise, inspect, and manage the construction activities on the Project on behalf of the Town;

Whereas, NIES Engineering, Incorporated (Consultant) has offered and presented an agreement to provide and furnish professional engineering services during construction for the Project in consideration for fees to be charged and billed monthly based upon a lump sum of the value of the services in the amount of Sixty-six Thousand Five Hundred Dollars and no Cents (\$66,500.00);

Whereas, There are sufficient and available appropriations balances on hand to support the payments under the agreement, pursuant to IC 5-22-17-3(e); and,

Whereas, The Town of Highland, through its Town Council now desires to approve the project and to accept and approve the agreement for services as herein described,

Now Therefore Be it Resolved by the Town Council of the Town of Highland, Lake County, Indiana;

Section 1. That the Professional Engineering Services during Construction Agreement, (incorporated by reference and made a part of this Order) between NIES Engineering, Incorporated and the Town of Highland for the 2020 Community Crossings Match Grant Street Improvement Project, is hereby approved, adopted and ratified in each and every respect;

Section 2. That the terms and charges under the agreement for Professional Engineering Services during Construction in the not to exceed fee amount of Sixty-six Thousand Five Hundred Dollars and no Cents (\$66,500.00) is found to be reasonable and fair;

Section 3. That the Town of Highland, through its Town Council, believes that NIES Engineering, Incorporated has demonstrated professional competence and has the qualifications to perform the particular professional engineering services called for in the Agreement and associated project, pursuant to I.C. 5-16-11.1-5;

Section 4. That the President of the Town Council be authorized to execute the Agreement with his signature as attested thereto by the Clerk-Treasurer.

Be it So Ordered.

Duly Adopted, Resolved and Ordered by the Highland Town Council, Lake County, Indiana, acting as the Works Board this 13th day of July 2020. Having been passed by a vote of 5 in favor and 0 opposed.

**BOARD OF WORKS OF THE TOWN OF
HIGHLAND, INDIANA**

/s/ Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)



June 22, 2020

Mr. John M. Bach, Public Works Director
Town of Highland, Indiana
3333 Ridge Road
Highland, IN 46322

RE: Proposal for Professional Engineering Services During Construction
2020 Community Crossings Matching Grant (CCMG) Street Improvement Project

Dear Mr. Bach:

Thank you for the opportunity to present this proposal for professional engineering services during construction for Highland's 2020 CCMG Street Improvement Project. This project includes asphalt milling, reflective crack treatment, HMA overlay, sidewalk repairs, curb ramp replacements for ADA compliance, manhole casting adjustments, traffic loop repairs, signage and pavement markings along the 31 road segments listed in Highland's Community Crossings Matching Grant Agreement with INDOT.

Our proposal is based on providing engineering services during construction, including preparation and review of legal documentation, shop drawing review, periodic field inspection, pay request review, change order preparation, punch list follow-up and coordination of Contractor's record drawings. We propose to provide engineering services during construction for a not-to-exceed fee of \$66,500.00. Billings will not exceed the budget without your prior authorization. We propose to provide engineering services based on labor billing at 2.90 times the actual salary of staff assigned to your project. Hourly billing ranges by staff category are presented in Table 1. Direct expenses such as reproduction and similar items will be billed at actual cost. Mileage will be billed at the current IRS approved rate. The attached "Standard Conditions for Professional Engineering Services" is included by reference.

Again, thank you for the opportunity to present this proposal. Your signature below and return of one copy of this proposal to our office will constitute your acceptance and our notice to proceed.

Yours very truly,
NIES Engineering, Inc.

Derek R. Snyder
Derek R. Snyder, P.E.
Principal

TOWN OF HIGHLAND, INDIANA

Accepted By: _____

Date: _____

cc: Highland Town Council
Mr. Mark Knesek

E
N
G
I
N
E
E
R
I
N
G
S
E
R
V
I
C
E
S
I
N
C
.

Table 1

2020 NIES Engineering Personnel Hourly Rates

Classification	Hourly Rate	
	From	To
Intern	\$34.00	\$40.00
Clerical	\$29.00	\$43.00
Senior Clerical	\$41.00	\$48.00
Administrative Assistant	\$59.00	\$61.00
Senior Administrative Assistant	\$70.00	\$72.00
Technician Level 1	\$50.00	\$60.00
Technician Level 2	\$65.00	\$70.00
Technician Level 3	\$75.00	\$80.00
Technician Level 4	\$90.00	\$95.00
Technician Level 5	\$95.00	\$100.00
Technician Level 6	\$105.00	\$110.00
Engineer Level 1	\$70.00	\$80.00
Engineer Level 2	\$80.00	\$90.00
Engineer Level 3	\$100.00	\$110.00
Engineer Level 4	\$115.00	\$125.00
Engineer Level 5	\$125.00	\$135.00
Project Manager	\$120.00	\$130.00
Senior Project Manager	\$175.00	\$175.00
Principal Level 1	\$130.00	\$135.00
Principal Level 2	\$135.00	\$140.00
Senior Principal	\$185.00	\$190.00

STANDARD CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

The term "NIES Engineering" used in these terms and conditions is defined as: NIES Engineering, Incorporated of 2421 171st Street, Hammond, Indiana 46323, its officers, partners, employees, sub-consultants and sub-contractors.

1. REIMBURSABLE EXPENSES:

- 1.1. Reimbursable expenses are defined as follows and shall be invoiced at direct cost:
 - Reproduction of documents.
 - Shipping and mailing expenses.
 - Any other disbursements, application fees, etc., made on behalf of the Owner

2. INDEMNIFICATION:

- 2.1. The OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of delays in NIES Engineering's performance resulting from events beyond the NIES Engineering's control.
- 2.2. Whereas construction job-site safety conditions are the sole responsibility of the Construction Contractor, the OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of claims related to Construction job-site safety.
- 2.3. The OWNER agrees to stipulate within the Contract Documents that the Contractor shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the Owner's agents, and NIES Engineering as additional insureds.
- 2.4. It is understood and agreed that if NIES Engineering's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, that such services will be provided for by the Client. If said services are provided for by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against NIES Engineering that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold NIES Engineering harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of NIES Engineering.

3. TERMINATION:

- 3.1. This agreement between OWNER and NIES Engineering may be terminated by either party upon seven days, written notice in the event of substantial failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
- 3.2. If this agreement is terminated during the course of performance of the services, NIES Engineering shall be paid for the services performed during the period prior to the effective date of termination of the agreement.
- 3.3. If, prior to termination of this agreement, any services designed or specified by NIES Engineering during any phase of the service is suspended in whole or in part for more than three months or abandoned after written notice from the OWNER, NIES Engineering shall be paid for such services performed prior to receipt of such notice.

4. BILLING/PAYMENTS:

- 4.1. NIES Engineering reserves the right to adjust billing rates periodically as salary rates are adjusted and to use the most up-to-date billing rates in preparing project invoicing.

5. REUSE OF DOCUMENTS:

- 5.1. All reports, schedules, drawings, specifications of services of NIES Engineering for this project are instruments of services for this project only and shall remain the property of NIES Engineering until the OWNER has compensated NIES Engineering in full for services rendered pursuant to the AGREEMENT. Upon final payment for services and for each separately accepted and authorized proposal for additional services, ownership of instruments of service shall be vested in the OWNER. NIES Engineering, however, may retain record copies of all such instruments of service and may use such for NIES Engineering's exclusive purposes.
- 5.2. Any reuse of reports, schedules, drawings, specifications of services of NIES Engineering for this project without written verification or adaptation by NIES Engineering for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to NIES Engineering, or to NIES Engineering's independent professional associates or consultants, and OWNER shall indemnify and hold harmless NIES Engineering and NIES Engineering's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle NIES Engineering to further compensation at rates to be agreed upon by OWNER and NIES Engineering.

6. OPINIONS OF PROJECT COST, CONSTRUCTION AND OPERATION AND MAINTENANCE:

- 6.1. Since NIES Engineering has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, NIES Engineering's opinions of probable Construction Cost are to be made on the basis of NIES Engineering's experience and qualifications and represent NIES Engineering's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but NIES Engineering cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by NIES Engineering. Similarly, opinions of Project Cost and Annual Operation and Maintenance Cost cannot be guaranteed because they depend upon numerous factors beyond NIES Engineering's control.

7. MEDIATION:

- 7.1. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8. FIDUCIARY RESPONSIBILITY:

- 8.1. CLIENT confirms that NIES Engineering has not offered any fiduciary service to client and no fiduciary responsibility shall be owed to client by NIES Engineering as a consequence of NIES Engineering's entering into this agreement with client.

9. HAZARDOUS MATERIALS:

- 9.1. As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as such of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- 9.2. Both parties acknowledge that the NIES Engineering's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event NIES Engineering or any other party encounters any hazardous or toxic materials, or should it become known to NIES Engineering that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of NIES Engineering's services, NIES Engineering may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate engineers or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- 9.3. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent by law, to indemnify and hold harmless NIES Engineering from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of NIES Engineering.

10. CONSEQUENTIAL DAMAGES

- 10.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner or NIES Engineering, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and NIES Engineering shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

11. SEVERABILITY:

- 11.1. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions or portions thereof shall nevertheless be and remain in full force and effect.

ATTACHMENT A

PROJECT DESCRIPTION

Des No: 2001326
 Program: Local Roads and Bridges Matching Grants
 Type of Project: HMA Overlay Minor Structural
 Location:

Route Name	From	To	
MAIN ST	1270 FT WEST OF KENNEDY	570 FT EAST OF KENNEDY	
PRAIRIE AV	MAIN ST	RAMBLEWOOD DR	
SOUTHMOOR AV	AZALEA DR	HART RD	
BLUEBIRD LN	TOWN BOUNDARY	WOODWARD AV	
MARTHA ST	TOWN BOUNDARY	IDLEWILD DR	
PRAIRIE AV	KENILWORTH AV	RIDGE RD	
5TH ST	RIDGE RD	DULUTH AV	
DULUTH AV	5TH ST	PARRISH AV	
DULUTH CT	DULUTH AV	DEAD END	
PARRISH AV	LAPORTE ST	STRONG ST	
PARRISH CT	DEAD END	PARRISH AV	
GRAND BLVD	SYCAMORE AV	GORDON DR	
EDER AV	GORDON DR	KENNEDY AV	
STRONG ST	GORDON DR	KENNEDY AV	
ROSS ST	GORDON DR	KENNEDY AV	
5TH ST	100TH ST	45TH ST	
DELAWARE PKWY	97TH PL	45TH ST	
97TH PL	5TH ST	DELAWARE PL	
98TH ST	5TH ST	DEAD END	
98TH PL	5TH ST	DEAD END	
99TH ST	5TH ST	DEAD END	
99TH PL	5TH ST	DEAD END	
LAKESIDE DR	5TH ST	DELAWARE PL	
LAKESIDE DR	DELAWARE PL	5TH ST	
ERIE ST	45TH ST	41ST ST	
43RD ST	KENNEDY AV	5TH ST	
WIRTH RD	GRACE ST	LIABLE RD	

LINCOLN AV	5TH ST	CAROLINA AV	
CLOUGH ST	KLEINMAN RD	CLINE AV	
O'DAY DR	41ST ST	41ST PL	
42ND ST	O'DAY DR	GRACE ST	

Application ID: 8680

A general scope/description of the Project is as follows:

Location of projects, by priority, is as follows:01: Main St, from 1270' west of Kennedy Av to 570' east of Kennedy Av.02: Prairie Av, from Main St to Ramblewood Dr.03: Southmoor Av, from Azalea Dr to Hart Rd.04: Bluebird Ln, from Town Boundary to Woodward Av.05: Martha St, from Town Boundary to Idlewild Dr.06: Prairie Av, from Kenilworth Av to Ridge Rd.07: 5th St, from

The maximum amount of state funds allocated to the Project is \$1,000,000.00

7. **Action to approve appointment or employment of full-time employee, pursuant to Section §3.03 of the Compensation and Benefits Ordinance. Appointment of Fourth Public Works Director.** *On June 30, 2020 John M. Bach retired as the Third Public Works*

Director of the Town of Highland. The Town Council as the appointing authority for this position, created first in January 1968 must act to appoint a successor:

(A) The hiring of Mark Knesek, to the full-time position of Director of Public Works, associated with the Public Works Department (Agency) at a rate of pay fixed in the most recently adopted Wage and Salary Ordinance as amended. This will not increase the full-time workforce greater than the authorized work force strength.

Councilor Zemen moved to approve the appointment had employment of Mark Knesek as Public Works Director. Councilor Sheeman seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. **Mark Knesek** was appointed as the fourth Public Works Director of Highland.

8. **Commendation Letter for Day Off and Signature Authorization.** Action to approve Letters of Commendation for **Exemplary Public service** leading to the award of a single paid day off for several workers in the Metropolitan Police Department. Pursuant to Section 4.13 of the Compensation and Benefits Ordinance, for the day off to be effective requires the approval of the board of jurisdiction and the Town Council. The Town Board of Metropolitan Police Commissioners has granted preliminary approval to several letters of commendation regarding several employees *who have worked six months without calling off sick and without experiencing an "at fault accident"*.
• **Action should include approval for the members of the Town Council to sign the letters of commendation individually.**

The Police Chief and the Town Board of Metropolitan Police Commissioners are asking for approval of a letter of commendation for six months of work without calling off and not having an at-fault accident for the following:

<i>Assistant Chief Pat Vassar</i>	<i>Officer Brian Orth</i>
<i>Commander Ralph Potesta</i>	<i>Officer Michael Grasch</i>
<i>Commander John Banasiak</i>	<i>Officer Richard Hoffman</i>
<i>Sergeant Glenn Cox</i>	<i>Officer Daniel Matusik</i>
<i>Corporal Randall Stewart</i>	<i>Officer Nicholas Vanni</i>
<i>Sergeant Shawn Anderson</i>	<i>Officer Gerardo Garza, Jr.</i>
<i>Detective Sergeant L John Siple</i>	<i>Officer Luke Paprocki</i>
<i>Detective Corporal Jason Hildenbrand</i>	<i>Officer Joel Sullivan</i>
<i>Detective Corporal Brian Stanley</i>	<i>Officer Tiffany Perez</i>
<i>Corporal Erich Swisher</i>	<i>Officer Tyler Dills</i>
<i>Lance Corporal Greg Palmer</i>	<i>Officer James Mullins</i>
<i>Lance Corporal John Hinkel</i>	<i>Detective Darren Conley</i>
	<i>Detective Lee Natelborg</i>

Police Chief Peter Hojnicky (added by the motion below)

Councilor Herak moved to approve the several names adding Police Chief Peter T. Hojnicky, for letters of commendation and that the Town Council members be authorized to sign individually the letter. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The several names and the police chief letters of commendation were approved, with signatures by the individual councilors authorized.

NEW BUSINESS:

Councilor Herak moved to amend the agenda to consider a Resolution that Abrogates the recent Actions of the Municipal Executive. Councilor Zemen seconded.

There was an extended colloquy between and among the Town Councilors regarding the proposed resolution that would be considered at the current meeting if the agenda amendment would pass. The Town Council President offered his rationale for the issuance of his executive order imposing a required immediate review of contracts in excess of \$100,000 for the next three years and actions related to it. The Town Council attorney also discussed the draft resolution of abrogation.

Upon a roll call vote, a two-thirds vote being necessary, there were three affirmatives and two negatives. With Councilors Zemen, Herak and Sheeman voting in the affirmative and Councilors Black and Schocke voting in the negative, the motion did not pass. The agenda was not amended.

Councilor Herak then announced his intention to file the Resolution for consideration at the next plenary meeting of the Town Council. There was no objection raised.

Remarks from the Town Council:
(For the Good of the Order)

Councilor Bernie Zemen: • *Fire Department, Liaison* • *Liaison to the Plan Commission*

Councilor Zemen acknowledged the Highland Fire Chief who discussed his actions related to developing a PPE supply stockpile for the future.

- **Councilor Mark Herak:** • *Budget and Finance Chair* • *Liaison to the Advisory Board of Zoning Appeals* • *Town Board of Metropolitan Police Commissioners, Liaison.*

Councilor Herak acknowledged the Building Commissioner, who reported on matters pending before the Advisory Board of Zoning Appeals and the Plan Commission.

Councilor Herak acknowledged the Police Chief who offered a survey of police department matters.

Councilor Herak congratulated Mark Knesek on his promotion to Public Works Director. He acknowledged the Public Works Director to offer a survey of matters of the agency.

- **Councilor Tom Black:** *Liaison to the Board of Sanitary Commissioners* • *Liaison to the Board of Waterworks Directors.*

Councilor Black congratulated the Public Works Director on his promotion.

Councilor Black commended the workforce for its safety record for June.

- **Councilor Roger Sheeman:** *Chamber of Commerce Liaison* • *Liaison to the Community Events Commission* • *Information Technology Liaison* • *and Redevelopment Commission Liaison.*

Councilor Sheeman reported in the community support for the Police Department evidenced by many recent visits to bring food or lunch or treats to the police department for its sworn and non-sworn workforce.

Councilor Sheeman acknowledged the Redevelopment Director who offered a survey of matters being done by the Redevelopment Department.

- **Councilor President Mark Schocke:** *Town Executive* • *Chair of the Board of Pension Trustees* • *Park and Recreation Liaison.*

The Town Council President acknowledged the Parks and Recreation Superintendent who reported on parks and recreation programming and events.

Council President Schocke congratulated the newly appointed Public Works Director.

Council President Schocke announced the public hearing of the plan commission for Wednesday, June 15, 2020 at 7:00 p.m., regarding the petition for rezoning from the Russell Group for its senior housing development on a site north of Strack and Van Til, between Kleinman Road and Cline Avenue. The Town Council President noted that the meeting would be a hybrid, allowing for public comment in person and on line, owing to the COVID 19 Pandemic.

Comments from Visitors or Residents:

1. Larry Kondrat, Highland, commented on the Tax Increment collection in the Commercial Corridor Redevelopment District, and opined on its production. He expressed opposition to the proposed rezoning and the proposed redevelopment of senior housing.
2. Jeanine Harrison, Highland, noted her association with an informal group calling itself "Highland Neighbors for Sustainability," and expressed her concerns regarding climate change and its impacts.
3. Terry Steagall, Highland, expressed concerns regarding the absence of ease for residents using the website to link up with the virtual or electronic meetings by clicking on a link. He encouraged the Town Council to make the access to electronic meetings of the Town Council and other governing bodies, more transparent and easier for residents.

Further, Mr. Steagall urged the Town Council to require face masks at all retail businesses in Highland during the COVID pandemic.

Mr. Steagall also urged the Town Council to pass a resolution regarding its support for DACA residents and to review the policies of use of excessive force in the police department.

Councilor Herak indicated that the policies regarding use of force are consistent with contemporary standards.

Payment of Accounts Payable Vouchers. There being no further comments from the public, Councilor Black moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period June 23, 2020 through July 13, 2020 as well as to ratify the payroll dockets for the paydays June 19, 2020 and July 03, 2020. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payroll dockets and other payments allowed in advance were ratified, and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Vendors Accounts Payable Docket:

General Fund, \$223,310.27; Motor Vehicle Highway and Street (MVH) Fund, \$29,137.23; Local Road and Streets Fund, \$8,782.32; Law Enforcement Continuing Education and Training and Supply Fund, \$2,081.71; Innkeeper Tax Fund, \$795.00; Flexible Spending Accounts Agency Fund, \$619.20; Insurance Premium Agency Fund, \$199,983.01; Information Communications Technology Fund, \$8,836.16; Solid Waste District Grant Fund, \$600.00; Municipal Cumulative Capital Development Fund, \$2,992.74; Traffic Violations and Law Enforcement Agency Fund, \$11,750.00; Special

Community Crossings Grant Fund, \$13,912.75; Public Safety Local Income Tax Fund, \$9,472.93; Total: \$512,273.32.

Payroll Docket for payday of June 19, 2020:

Council, Boards and Commissions, \$10,640.06; Office of Clerk-Treasurer, \$16,966.26; Building and Inspection Department, \$8,855.41; Metropolitan Police Department, \$125,625.00; Fire Department, \$4,066.54; Public Works Department (Agency), \$71,096.82 and 1925 Police Pension Plan Pension Fund, \$69,061.65; Total Payroll: \$306,311.74.

Payroll Docket for payday of July 03, 2020:

Council, Boards and Commissions, \$0.00; Office of Clerk-Treasurer, \$17,302.37; Building and Inspection Department, \$9,175.36; Metropolitan Police Department, \$115,887.18; Fire Department, \$3,415.84; Public Works Department (Agency), \$73,997.60 and 1925 Police Pension Plan Pension Fund, \$0.00; Total Payroll: \$219,778.35.

Adjournment of Plenary Meeting. Councilor Zemen moved that the plenary meeting electronically convened be adjourned. Councilor Black seconded. Upon a roll call vote, there were five affirmatives, and no negatives. The regular plenary meeting, convened electronically, of the Town Council for Monday, July 13, 2020 was adjourned at 8:46 O'clock p.m.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer

Approved by the Town Council at its meeting of _____, 2020.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer

HIGHLAND 2020 CENSUS COMPLETE COUNT COMMITTEE

Town Council Staff Report- July 27th Meeting

Current activities include the following: Social media posts and “Shares” by other Department’s social media outlets; Census flyers being distributed through the Highland Library; and, future message on August water bill and Census content in August’s Gazebo Express.

A final reminder from the Census Bureau for those households that have not self-responded to the 2020 Census, is being mailed out between July 22nd & 28th. Highland residents who receive this notice are strongly encouraged to respond immediately to the Census. The US Census Bureau has moved up the date to this Thursday (July 30th) to begin their in-person visits to Lake County households that have not responded. To avoid an in-person visit, Highland residents should self-respond immediately, if they have not already done so.

Residents have three ways to self-respond to the Census: they can go to my2020census.gov to respond online; respond by phone may call 844-330-2020; and, residents who have not already responded can fill out and mail in paper questionnaires.

Highland residents should be aware, as it pertains to Census in-house visits, of the following:

- **The visits are being conducted by US Census Bureau personnel, NOT the Town of Highland.**
- **Census personnel will be wearing masks and other necessary PPE and will be trained in proper COVID-19 safety protocols.**
- **They will have a valid ID badge with their photograph, a U.S. Department of Commerce watermark, and an expiration date and they may also carry Census Bureau bags and other equipment with the Census Bureau logo.**
- **If no one is home when the census taker visits, the census taker will leave a notice of their visit with information about how to respond online, by phone or by mail.**
- **If the census taker who visits your home does not speak your language, you may request a return visit from a census taker who does speak your language.**
- **Highland residents are required by federal law to participate in the Census.**

As of statistics obtained today (July 23rd), a 2010/ 2020 comparison of self-response rates to date, shows as follows:

Entire Town- 2010 Final Self-Response Rate- 80.6 %
2020 To Date- 78.3%

#405.01- 2010 Final Self-Response Rate - 74.4%
2020 To Date- 64.9%

#405.02- 2010 Final Self-Response Rate - 80.5%
2020 To Date- 78.1

#406- 2010 Final Self-Response Rate - 77.3%
2020 To Date- 77.7%

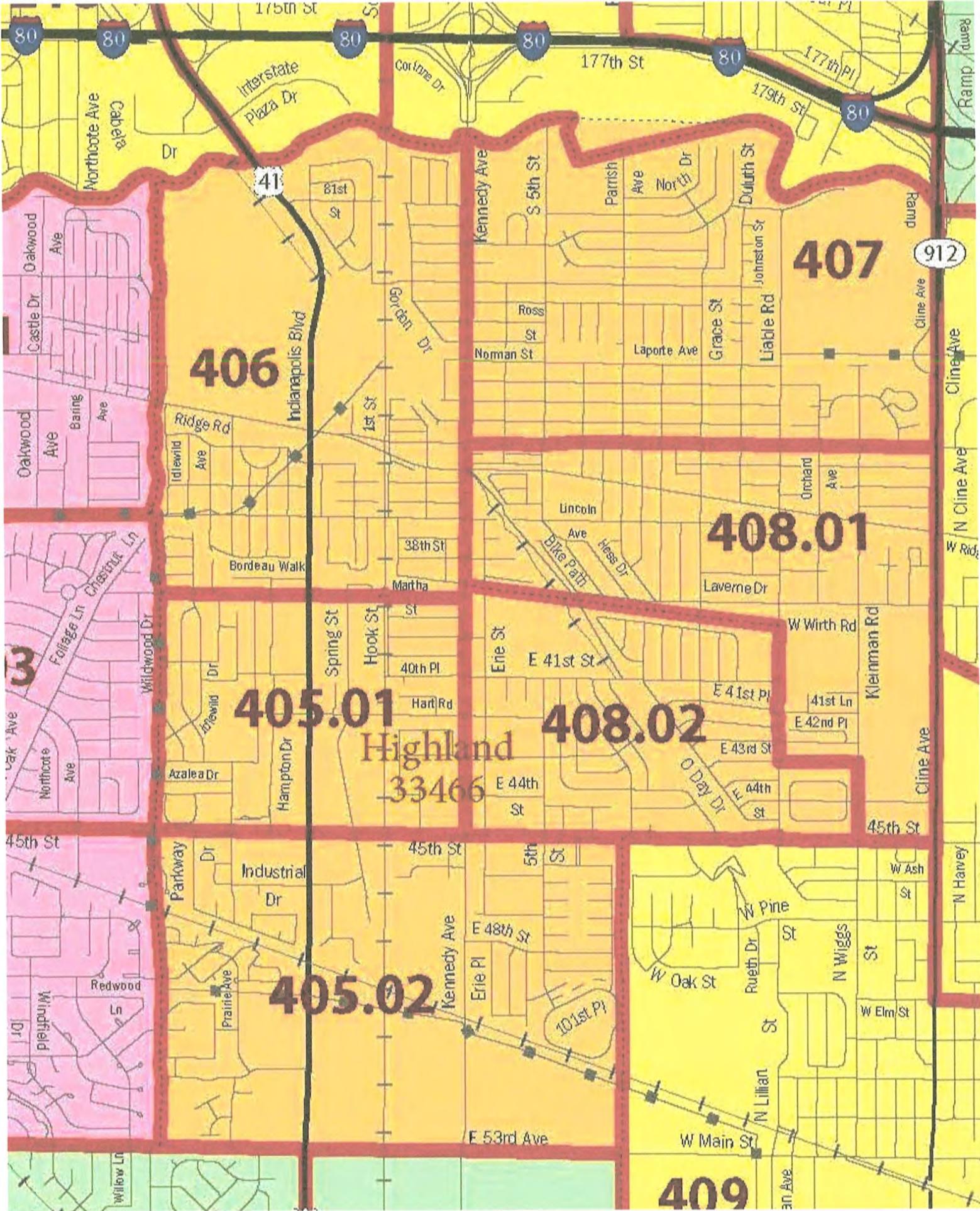
#407- 2010 Final Self-Response Rate - 83.7%
2020 To Date- 84.3%

#408.01- 2010 Final Self-Response Rate - 84.2%
2020 To Date- 83.9%

#408.02- 2010 Final Self-Response Rate - 83.7%
2020 To Date- 83.3%

To date, in two of Highland's six Census Tracts (#406 & #407), we have exceeded the 2010 Final self-response rate for those tracts. In two other tracts (#408.01 & #408.2), we are 0.3% and 0.4% away respectively, from matching 2010.

Respectfully submitted,
Lance Ryskamp- Co-Chair



406

407

408.01

405.01

408.02

Highland
33466

405.02

409

912

3

**Ordinance No. 1717
of the
TOWN of HIGHLAND, INDIANA**

AN ORDINANCE to ESTABLISH AND CONTROL THE USE OF CEREMONIAL AND HONORIFIC BANNERS ON TOWN OF HIGHLAND PROPERTY SPECIFICALLY DESIGNED FOR THE USES AS DESCRIBED HEREIN and AMEND THE HIGHLAND MUNICIPAL CODE BY THE ADDITION OF A NEW CHAPTER 8.30.

WHEREAS, Over the most recent years last past, the Town of Highland has installed hardware to facilitate the attachment of Ceremonial and Honorific Banners to Town of Highland property, consisting primarily of attachments to various light poles;

WHEREAS, The Town Council has recognized that multiple parties representing different groups, including the Town of Highland Schools and military servicemen and women, including veterans, and are interested in producing honorific banners recognizing individuals and their achievements;

WHEREAS, The Town Council further determines that the Town of Highland will not, in any way, profit or inure any benefit from any fee that may be imposed for the placement of the aforesaid banners beyond the recovery of costs associated placing the honorific and ceremonial banners on the prepared light poles and the care and maintenance associated with readying and preserving the light poles that will accept the aforesaid banners;

WHEREAS, IC 36-10-2-4, expressly confers powers upon the Town to establish, aid, maintain, and operate cultural programs;

WHEREAS, It is the intent of the Town Council to provide a program that will elevate the cultural life of the community, promote civic pride, foster positive activity in the redevelopment and economic development areas of the Town and enhance the visual appeal of the sites lines in the commercial area of the downtown;

WHEREAS, The Town Council further determines that the Town of Highland will benefit from a program using certain of the light poles with banner attachments, at certain times of year, to announce and inform the citizens of celebrations, matters of civic pride, or other community activities; and,

WHEREAS, The Town Council hereby declares that the light poles with banner hardware shall not be used for general commercial, political, informative, or other forms of advertising to generate any level or profit or

inurement above actual costs and expenses incurred by the Town of Highland,

NOW, THEREFORE, BE IT HEREBY ORDAINED BY the Town Council of the Town of Highland, Lake County, Indiana, as follows:

Section 1. That the Highland Municipal Code be hereby amended by the addition of a new chapter, styled as Chapter 8.30, to be called Light Post Semaphores, Banners, and Displays, which shall read as follows:

Chapter 8.30 Light Post Semaphores, Banners, and Displays

8.30.010 *Honorific Display and Celebrations.* Light posts owned by the Town of Highland through its executive departments, possessing hardware supporting the display of semaphores, banners and similar displays, will be available for use by certain individuals or groups as according to the terms of this chapter (display service).

8.30.020 Posts Enrolled in the Display Service

(A) The light posts available for this service are those located in the downtown section of the town, erected along the 2800-2900 blocks of Jewett Street and Highway Avenues.

(B) Subject to the approval of the Park and Recreation Board, light posts located in Main Square Park may be available for the display service.

(C) The Town of Highland through its public works department reserves the right to assign the poles according to the Town's requirements or exigencies.

8.30.030 Preferred Users

(A) The Town of Highland designates and identifies certain users or groups as participants in the display program, which subject to the scheduling requirements of the Town, will be given special access to the display service without charge.

(B) School Town of Highland and School Town of Highland Support Groups will be a designated preferred user. The School Town of Highland, and the various groups that support the Town of Highland Schools, shall be permitted to utilize the light pole banner locations for honoring students and student-athletes as follows:

(1). During the Fall Term of the School Year, ~~at least Seventy-Five (75) a~~

substantial number of the banner-equipped light poles will be dedicated to exclusive use by the School Town of Highland and the various groups that support the Town of Highland Schools.

(2). During the Spring Term of the School Year, ~~at least Fifty (50)~~ a **substantial number** of the banner-equipped light poles will be dedicated to exclusive use by the School Town of Highland and the various groups that support the Town of Highland Schools.

(3). Groups supporting the Town of Highland Schools shall be approved by the School Town of Highland.

(C) United States and Indiana Military and Groups supporting the Military and Veterans Affairs will be a designed preferred user. The Military, comprised of all branches of the armed forces of the United States of America, and the various groups that support the Military, shall be permitted to utilize the light pole banner locations for honoring active members of the Military, veterans, and those missing in action and killed in action, as follows:

(1). During the period immediately following the Spring Term and prior to the Fall Term of the School Year, all **but a specified number** ~~thirty (30)~~ of the Town of Highland light pole banner locations shall be used by the Military, veterans, and those missing in action and killed in action.

(2). The remaining ~~Thirty (30)~~ banner-equipped light poles shall be utilized by the Town of Highland and its affiliated entities for ~~governmental~~ **other lawful** purposes.

8.30.040 Logistics and Miscellaneous.

(A) Honorific and Ceremonial Banners shall only be affixed or removed to the banner-equipped light poles by employees, contractors, and agents of the Town of Highland.

(B) The Town of Highland may impose a fee for the installation and maintenance of the Honorific and Ceremonial Banners. Said fee, if imposed, shall not exceed the actual cost of the banner installation, removal and maintenance.

(C) Maintenance of the banners does not include maintaining the quality or characteristics of the banners, but, rather, includes only the care and maintenance of the light poles and the hardware necessary to affix the banners.

(D) Sponsors of the Ceremonial and Honorific Banners may have the sponsorship acknowledged on the banners, themselves. However, said

acknowledgment shall not comprise more than Twenty Percent (20%) of the banner's overall size.

(E) The display service is a demonstration and nascent program the operation of which the object of which in part is to further inform policy and refine its design and operation. The display service will be reviewed from time to time to further refine and perfect its design and operation.

(F) While the display program is in its nascent phase, informing the Town Council regarding the ways and means of its operation, informing its understanding to later refine this chapter, Councilor Mark Herak shall serve as the contact and coordinating person for the program.

Section 2. That all provisions of ordinances in conflict with the provisions hereof are hereby repealed;

Section 3. That this ordinance shall become and be in full force and effect from and after its adoption, passage and until its subsequent amendment or repeal by proper ordinance, all pursuant to IC 36-5-2-10(c).

Introduced and Filed on 8th day of June 2020. Consideration on same day or at same meeting of introduction was not considered, pursuant to IC 36-5-2-9.8.

DULY ORDAINED and ADOPTED this 27th Day of July 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

**TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA**

Mark J. Schocke, President (IC 36-5-2-10)

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5; IC 36-5-2-10.2)

ORDINANCE No. 1718.1691-C
of the
TOWN of HIGHLAND, INDIANA

AN ORDINANCE to AMEND ORDINANCE No. 1691 FIXING THE WAGE and SALARY RATES of the ELECTED OFFICERS, the NON-ELECTED OFFICERS, and the EMPLOYEES of the TOWN of HIGHLAND, INDIANA PARTICULARLY AMENDING PAY ASSOCIATED WITH A NEW POSITION in the PUBLIC WORKS DEPARTMENT (AGENCY) and MAKING RELATED AMENDMENTS TO THE COMPENSATION AND BENEFITS ORDINANCE

WHEREAS, Title 36, Article 1 Chapter 4 of the Indiana Code confers certain general corporate powers on the several units of government in Indiana;

WHEREAS, Section fifteen of that chapter specifically provides that a unit of government may fix the level of compensation of its officers and employees; and

WHEREAS, I.C. 36-5-3-2 further provides in pertinent part that the town legislative body shall provide reasonable compensation for the other town officers and employees;

WHEREAS, I.C. 36-5-3-2(b), still further provides that the Town Legislative body shall, by ordinance fix the compensation of its own members and the Town Clerk-Treasurer;

WHEREAS, I.C. 36-5-3-2(c) still further provides that the compensation of an elected town officer may not be changed in the year for which it is fixed, nor may it be reduced below the amount fixed for the previous year;

WHEREAS, The Town Council of the Town of Highland, as the town legislative body, now desires to amend the ordinance that was adopted to fix the compensation of its elected officers, appointed officers and employees of the Town for the year 2019 and thereafter as amended;

WHEREAS, The Town Council of the Town of Highland, as the town legislative body, has been advised that it is desirable to establish a new position and fix an hourly rate for the position based upon the needs of the department and the current work of the department secretary; and,

WHEREAS, The Town Council of the Town of Highland, as the town legislative body, now desires to establish a new position and fix an hourly rate for the position based upon the needs of the public works department (agency) and the current work of the department secretary for the year ensuing and thereafter,

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Town Council of the Town of Highland, Lake County, Indiana, that the Wages, Salaries, and special detail levels of the Officers and Employees of the Town of Highland, are hereby established and fixed, pursuant to the provisions indicated herein and as follows:

Section 1. That Section 9 subdivision (B) of Ordinance No. 1691 as amended

be further amended by repealing it in its entirety and replacing with a successor subdivision, to be styled as Section 8 subdivision (B) which shall read as follows:

Section 9. Public Works Department (Agency). That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Public Works Department** as follows:

(B) Associate Staff and Employees

		Starting Rate	Incumbent Rate
(1) Administrative Assistant	(1)	\$22.87 \$1,829.60	\$22.87 \$1,829.60
(1) (2) Public Works Secretary	(1 2)**	\$18.66	\$19.20
(2) (3) Dispatch Clerk	(1)	\$16.87	\$16.87

**If a worker is assigned the ~~Dispatch Clerk~~ position, the authorization for this position is reduced to one (1).

(3) (4) Senior Utility Technician	(1)	\$22.87	\$22.87
(4) (5) Utility Technician	(2)	\$18.35	\$18.35

This position subject to base modification as outlined in subdivision E

(5) (6) Utility Worker / Equipment Operator A	(3)	\$22.87	\$22.87
(6) (7) Utility Worker / Equipment Operator B	(2)	\$21.89	\$21.89

(7) (8) Pump Station Operator	(2)	\$19.75	\$19.75
--	-------	---------	---------

This position subject to base modification as outlined in subdivision E

		Starting Rate	Incumbent Rate
(8) (9) Street Sweeper Operator	(1)	\$20.24	\$20.24
(9) (10) Utility Worker/Driver A	(4)	\$ 21.89	\$ 21.89
(10) (11) Utility Worker/Driver B	(3)	\$ 18.78	\$ 18.78
(11) (12) Utility Worker/Driver C	(2)	\$ 15.86	\$ 15.86
(12) (13) Senior Mechanic	(1)	\$ 21.61	\$ 21.61
(13) (14) Mechanic	(1)***	\$ 20.56	\$ 20.56
(14) (15) Mechanic	(2)	\$ 20.56	\$ 20.56-\$22.10

The mechanic position subject to base modification as outlined in subdivision E

*** Once a worker is assigned the **Senior Mechanic's** position, the authorization for this position is reduced to zero (0).

(15) Sign & Traffic Control Technician	(1)	\$ 18.97	\$ 18.97
--	-------	----------	----------

This position subject to base modification as outlined in subdivision E

(16) Utility Worker A	(3)	\$16.58	\$16.58-\$18.04
(17) Utility Worker B	(3)	\$12.80	\$12.80
(18) Custodian	(1)	\$15.36	\$15.36
(19) Attendant Town Garage	(1)	\$14.27	\$14.91

(20) Secretary (part-time)		\$ 9.00-\$18.66 per hr.	
----------------------------	--	-------------------------	--

(21) Laborer (<i>not truck driver</i>)(<i>part-time</i>)	\$ 9.00-\$ 11.64 per hr.
(22) Laborer, Seasonal Leaf Collection	\$ 9.27 per hour.
(23) Master Gardener/ Streetscaping (<i>part-time</i>)	\$12.00 - \$ 14.00 per hr.
(24) Driver C Seasonal (must have a CDL)	15.86

Section 2. That Section 2.01 styled as Exempt Employees in the Compensation and Benefits Ordinance commonly called the municipal employee handbook, be further amended to read as follows:

§ 2.01 Exempt Employees

Exempt employees refers to **workers who are** exempt from certain provisions of the Fair Labor Standards Act pertaining to overtime. It also means that you are in a supervisory or professional position **as further defined in 29 CFR 541.200 et seq.**, and not eligible for overtime payments for work in excess of 40 hours per week, **except as provided by this handbook.**

Exempt Salaried Positions

Director of Public Works	Ass't. Public Works Director
Water & Sewer Supervisor	Street Supervisor
Maintenance Supervisor	Facilities Supervisor
Building Commissioner/Chief Inspector	Deputy Clerk-Treasurer
Superintendent of Parks & Recreation	Park Director
Director of Recreation	Recreation Supervisor(s)
Metropolitan Police Division Commander(s)	Chief of Police
Metropolitan Police Ass't. Div. Commander(s)	Assistant Chief of Police
Metropolitan Police Administration Officer(s)	Fire Chief
Redevelopment Director	Public Works Admin. Assistant
Operations Director	

Section 3. That all portions of ordinances in conflict with this ordinance are hereby repealed and are of no further force nor effect;

Section 4. (A) That an emergency exists for the immediate taking effect of this Ordinance, which, subject to the provisions of this ordinance, shall become effective and shall remain in full force and **from** after its passage and adoption, pursuant to any effective dates herein described and until its repeal or amendment by subsequent enactment;

(B) That for the provisions related to the full-time position of Administrative Assistant, this ordinance shall be effective retroactively from July 12, 2020 and the job description outlining this position is hereby adopted and approved;

(C) That the Clerk-Treasurer shall have authority to implement the provisions of this ordinance pursuant to the authority expressly set forth in IC 36-5-6-6 (a) (3) & (4).

Introduced and Filed on the 13th day of July 2020. Consideration on same day or at same meeting of introduction was not sought, pursuant to IC 36-5-2-9.8.

DULY ORDAINED and ADOPTED this _____ Day of _____ 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed/defeated by a vote of _____ in favor and _____ opposed.

**TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA**

Mark J. Schocke, President (IC 36-5-2-10)

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5; IC 36-5-2-10.2)

EXEMPT POSITION DESCRIPTION

Title: Administrative Assistant

Date: June 23, 2020

Reports to: Public Works Director

Approved by: _____

Department: Public Works

POSITION SUMMARY: Under the general supervision of the Director of Public Works, assists with the management of operations, budgeting, and personnel in the Public Works Department.

POSITION FUNCTIONS:

Essential Duties:

- Assist the Public Works Director in planning, development, and implementation of department-wide activities and operations;
- Assist the Public Works Director in managing department related budgets and preparation of budget proposals;
- Assist the PWD in hiring, training, motivating, disciplining, evaluating, and terminating employees;
- Assist the PWD in planning, coordinating, and implementing department wide activities and programs;
- Manage and coordinate department purchasing activities;
- Coordinate the Public Works computer network, communication systems, and fuel system;
- Maintain and organize general departmental and personnel files;
- Record and maintain all Payroll/HR/CDL records;
- Process purchases, perform book transfers, and balance accounts;
- Process insurance claims and accident reports;
- Process and maintain Job files;
- Schedule and track Water Meter Replacements and inventory;
- Develop various reports as requested by department head.

Marginal Duties:

- Respond to public inquiries, complaints, and requests;
- Perform other duties as assigned.

This description is not intended to contain every function/responsibility that may be required to be performed by an incumbent in this job. Incumbents are required to perform other related functions as assigned or prescribed by statute.

Working Conditions

- **Physical Demands:** While performing duties of the job, employee typically handles office equipment, computers, objects, or controls; employee will sit or stand for long periods of time.
- **Work Environment:** Employee will work in a generally comfortable office setting. Great mental effort required daily and frequent exposure to stress caused by the need to meet deadlines.

Machines, Tools, Equipment, Software:

- **Personal computer and computer software:** MS Word, MS Excel, MS Powerpoint, ESRI GIS software, and other computer programs associated with the duties of the position.

Job Qualification Requirements

- **Education:** High school diploma or equivalency. Preferred: Undergraduate degree in public or business administration, ~~Civil Engineering~~, or related field of education.
- **Knowledge:** Management principles and practices including accounting principles, government budgeting and monitoring, computer skills, organizational skills, supervisory skills, interpersonal skills, and communication skills (oral and written). Ability to work independently without direct supervision. Ability to communicate effectively with the elected and appointed officials, employees, and the public.
- **Experience:** Requires three to five years of administrative experience in the public or private sector
- **Certificates/Licenses:** Valid Driver's license

EXEMPT POSITION DESCRIPTION

Title: Administrative Assistant

Date: July __, 2020

Reports to: Public Works Director

Approved by: _____

Department: Public Works

POSITION SUMMARY: Under the general supervision of the Director of Public Works, assists with the management of operations, budgeting, and personnel in the Public Works Department.

POSITION FUNCTIONS:

Essential Duties:

- Assist the Public Works Director in planning, development, and implementation of department policies and procedures;
- Assist the Public Works Director in the preparation of department budgets and grant applications;
- Assist the PWD in processing all new hire paperwork and maintaining all personnel records, including payroll records, and CDL records;
- Manage and coordinate department purchasing activities;
- Coordinate the Public Works computer network, communication systems, fuel system, update Public Works Department webpages, (including Sanitary Department and Waterworks Department), issue public notices;
- Maintain and organize general departmental and job files;
- Process insurance claims and accident reports;
- Schedule and track Water Meter Replacements and inventory;
- Compile and process various reports as requested;
- Respond to public inquiries, complaints, and requests;
- Perform other duties as assigned by the Public Works Director.

This description is not intended to contain every function/responsibility that may be required to be performed by an incumbent in this job. Incumbents are required to perform other related functions as assigned or prescribed by statute.

Working Conditions

- **Physical Demands:** While performing duties of the job, employee typically handles office equipment, computers, objects, or controls; employee will sit or stand for long periods of time.
- **Work Environment:** Employee will work in a generally comfortable office setting. Great mental effort required daily and frequent exposure to stress caused by the need to meet deadlines.

Machines, Tools, Equipment, Software:

- Personal computer and computer software: MS Word, MS Excel, MS Powerpoint, ESRI GIS software, and other computer programs associated with the duties of the position.

Job Qualification Requirements

- **Education:** High school diploma or equivalency. Preferred: Undergraduate degree in public or business administration, ~~Civil Engineering~~, or related field of education.
- **Knowledge:** Management principles and practices including accounting principles, government budgeting and monitoring, computer skills, organizational skills, supervisory skills, interpersonal skills, and communication skills (oral and written). Ability to work independently without direct supervision. Ability to communicate effectively with the elected and appointed officials, employees, and the public.
- **Experience:** Requires three to five years of administrative experience in the public or private sector
- **Certificates/Licenses:** Valid Driver's license

Version 2.

**TOWN OF HIGHLAND
APPROPRIATION TRANSFER RESOLUTION
RESOLUTION NO. 2020-37**

AN EXIGENT RESOLUTION PROVIDING for the TRANSFER of APPROPRIATION BALANCES from and AMONG MAJOR BUDGET CLASSIFICATIONS in the PUBLIC SAFETY LOCAL INCOME TAX FUND as REQUESTED BY THE PROPER OFFICER AND FORWARDED to the TOWN COUNCIL for its ACTION PURSUANT TO I.C. 6-1.1-18-6.

WHEREAS, It has been determined that certain exigent conditions have developed since adoption of the original budget and it is now necessary to transfer certain appropriations into different categories than were initially appropriated for the various functions of the **Public Safety Local Income Tax Fund;**

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Highland, Lake County, Indiana as follows:

Section 1. That for the expenses of said municipality, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes specified, subject to the laws governing the same, such sums herein transferred unless otherwise stipulated by law;

Section 2. That it has been shown that certain existing unobligated appropriations of the **Public Safety Local Income Tax Fund**, which are not needed at this time for the purposes for which originally appropriated, and may be transferred to a category of appropriation in order to satisfy an existing need, as follows:

PUBLIC SAFETY LOCAL INCOME TAX FUND

Reduce Account:	
249-0000-43000 EQUIPMENT FIRE SUPPRESSION	<u>\$ 19,890.00</u>
<i>Total 400 Series Reductions:</i>	\$ 19,890.00
Increase Account:	
249-0000-29000 PPE & COVID SUPPLIES	<u>\$ 19,890.00</u>
<i>Total 200 Series Increases:</i>	\$ 19,890.00
Total of Fund Decreases:	\$ 19,890.00
Total of Fund Increases:	\$ 19,890.00

DULY RESOLVED and ADOPTED this 27th Day of July 2020 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of _____ in favor and ____ opposed.

**TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA**

Mark J. Schocke, President (IC 36-5-2-10)

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

**TOWN COUNCIL of the TOWN of HIGHLAND
RESOLUTION NO. 2020-38**

**A RESOLUTION REGARDING THE DISPOSITION OF APPROPRIATED
RESOURCES IN THE RAINY DAY FUND, AUTHORIZING THEIR
TRANSFER TO THE PARK SPECIAL OPERATING (GENERAL) FUND.**

WHEREAS, The Town of Highland by proper legislative action has established a rainy day fund, pursuant to IC 36-1-8-5.1, codified as Article III comprising Sections 3.45.175 through 3.45.195 of the Highland Municipal Code;

WHEREAS, HMC Section 3.45.180 (A) provides that *“the town council may at any time by ordinance or resolution transfer to the corporation general fund, or any other appropriated funds of the municipality, money that has been deposited in the rainy day fund;”*

WHEREAS, HMC Section 3.45.180 (B)(1) further provides that expenditures from the fund may be to *“... make temporary, indefinite or permanent transfers to other funds of the town for cash flow purposes, to meet debt service, payroll and monthly accounts payable when tax revenues are not received in a timely manner to mitigate interest expense on tax anticipation debt as provided in IC 36-1-8-4;*

WHEREAS, The Clerk-Treasurer has requested and recommended that the identified amount appropriated to the Fund, be permanently transferred to the **Park Special Operating (General) Fund** in order to support its cash flow adversely affected by the COVID 19 Public Health Pandemics; and,

WHEREAS, The Town Council now desires to favor the request and recommendation of the Clerk-Treasurer, as described herein,

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Highland, Lake County, Indiana as follows:

Section 1. That for the expenses of said municipality, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes herein specified, subject to the laws governing the same, such sums herein transferred unless otherwise stipulated by law;

Section 2. That it is now hereby authorized and instructed that the amount of Fifty-thousand dollars (\$50,000) be transferred from the proper account of the Rainy Day Fund (038-0000-39990 Local Share Transfer

Park Reserve) and be deposited to the credit of the cash balance of the **Park Special Operating (General) Fund**;

Section 3. That, pursuant to the foregoing, the Clerk-Treasurer be authorized and is hereby requested to transfer the amount identified herein;

Section 4. That the Clerk-Treasurer as the disbursing and fiscal officer of the Municipality, is hereby instructed, authorized and directed to take such steps as necessary to carry out the purposes of this resolution.

DULY RESOLVED and ADOPTED this 27th Day of July 2020 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

**TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA**

Mark J. Schocke, President (IC 36-5-2-10)

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

**Town of Highland
Board of Works
Order of the Works Board 2020-36**

An Order Approving and Authorizing the Metropolitan Police Chief to Purchase from Kiesler Police Supply, 2808 Sable Mill Road, Jeffersonville, IN 47130 Rapid Response Equipment and accessories, and finding it a Special Purchase pursuant to I.C. 5-22 and Section 3.05 of the Highland Municipal Code.

Whereas, The Town of Highland Metropolitan Police Department, as part of its public duties, has a responsibility for patrol, public safety and protection of life and property throughout the Town of Highland and, from time to time, it is necessary to purchase and or lease materials and supplies in order to carry out the functions of the department; and

Whereas, The Metropolitan Police Chief has determined a need to replace certain equipment and supplies and has further determined the purchase price will be below \$50,000.00. An opportunity has arisen which enables the department to purchase the Rapid Response Equipment with accessories.

Whereas, The Metropolitan Police Chief has identified Kiesler Police Supply of Jeffersonville, IN to be a desirable source vendor for the purchase of the Rapid Response Equipment with accessories at a price of \$15,676.96.

Whereas, The price for the purchase exceeds \$15,000.00 and, pursuant to Section 3.05.040 (e) as well as Section 3.05.050 (b) (2) of the Highland Municipal Code requires the express approval of the purchasing agency; and

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (a) (2) of the Highland Municipal Code serves as the purchasing agency for the Metropolitan Police Department; and

Whereas, The Metropolitan Police Chief, pursuant to Section 3.05.050(D)(2) of the Highland Municipal Code, serves as the Purchasing Agent for the Metropolitan Police Department; and

Whereas, The Purchasing Agent, believes that this purchase qualifies as a special purchase to be made without soliciting bids or proposals because in this instance (1) the compatibility of equipment, accessories or replacement parts is a substantial consideration in this purchase and (2) only one source meets the department's reasonable requirements, which is the source recommended for this purchase;

Whereas, The Purchasing Agent, for the rational stated herein, elects to purchase without resort to soliciting quotes or bids pursuant to Section 3.05.065 (I) of the Highland Municipal Code;

Whereas, The purchase of the Rapid Response Equipment and accessories will be supported by appropriations in the Public Safety Local Income Tax Fund;

Whereas, The Town Council now desires to approve and authorize the Police Chief to complete the purchase pursuant to the terms and stated herein,

Now, Therefore Be It Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board of Municipality:

Section 1. That the Works Board hereby authorizes and approves the purchase as from Kiesler Police Supply of 2808 Sable Mill Rd. Jeffersonville, IN, for the purchase of Rapid Response Equipment and accessories as set forth in the invoices, which is attached as an exhibit to and made a part of this order in the amount of \$15,676.96;

Section 2. That the Works Board hereby finds and determines the following:

- (A) That Kiesler Police Supply, 2808 Sable Mill Rd., Jeffersonville, IN is a sole source to meet the police departments reasonable requirements for this purchase; and,
- (B) That for this purchase, the compatibility of equipment, accessories or replacement parts is a substantial consideration; and,
- (C) That the foregoing rational, this purchase qualifies as a special purchase pursuant to IC5-22-10 et seq. and HMC Section 3.05.065 (I)

Section 3. That the Metropolitan Police Chief is now authorized and approved to execute the purchase agreement and any additional documents in order to implement this purchase and then file these documents as financial materials with the Office of the Clerk-Treasurer, pursuant to IC 36-5-1-4-14.

Duly Adopted, Resolved and Ordered by the Highland Town Council, Lake County, Indiana, acting as the Works Board this 27th day of July 2020. Having been passed by a vote of _____ in favor and _____ opposed.

**Board of Works of the Town of
Highland, Indiana**

Mark J. Schocke, President (IC 36-5-2-10)

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)



Sales Quote

KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer
 HIGHLAND POLICE DEPARTMENT
 3315 RIDGE ROAD
 HIGHLAND, IN 46322-2097

Ship-to Address

Your Reference
 Bill-to Customer No. L05608
 Tax Registration No.
 No. Q113006
 Document Date June 5, 2020
 Due Date July 5, 2020
 Payment Terms
 Payment Method
 Tax Identification Type Legal Entity
 Shipment Method

Salesperson
 Email
 Home Page
 Phone No. ELLA

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	***ETA'S ON ALL RIOT GEAR RANGES FROM 60 - 180 DAYS, AT THIS TIME ***	0	EACH	0.00	0
MONAR220-3-28	MONADNOCK BULK DBL CUFF BLK 100PK BLACK CLATE	3	EACH	148.32	444.96
MONA2800	MONADNOCK 36" WOODEN BATON CHICO	8	EACH	21.00	168
PART NUMBER	MONADNOCK MODEL T570 PEXTSFM-1 EvoTech Hard Shell Riot Shin Protector Set M/L ROLL	20	EACH	57.00	1,140
MONA1181824	MONADNOCK TR-1000 HALF SHELL NON-BALLISTIC RIOT HELMET W/ FACE SHIELD CEKEA	11	EACH	126.00	1,386
AVON70501-555	AVON C50 CBRN TWIN PORT APR ASSEMBLY, LARGE C50 First Responder Kit LARGE - INCLUDES: C50 APR Mask, Clear Outset Assembly, Sunlight Outset Assembly, CBRNCF50 Canister, CTCF50 Riot Agent Canister, Universal Carrier & Storage Facelorm. KCGLK	20	EACH	595.00	11,900
KIESLER NOTE	***** Due to extremely high demand for RPE during the COVID-19 pandemic, Avon Protection will not accept any product returns for refund or credit, unless the returns are in relation to a legitimate warranty claim in accordance with their terms and conditions. ***** **** ALL MASKS & MASK KITS ARE BACKORDERED UNTIL AT LEAST JULY 20TH ****	0	EACH	0.00	0
PART NUMBER	UNITDS-2 UNITED SHIELD BS-2 RIOT SHIELD SMALL - 20" X 36" - 6 LBS - "POLICE" LABEL CIEEE	4	EACH	122.00	488
SHIPPING	Shipping - FOR 11 HELMETS, 20 MASKS, 8 BATONS 20 SHIN SETS, 4 SHIELDS & 300 CUFFS	1	EACH	130.00	130



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
FORMAT ELLA	QUOTED BY ELLA KENNEDY KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS. ELLA@KIESLER.COM	0	EACH	0.00	0
Amount Subject to Sales Tax				0.00	15,676.96
Amount Exempt from Sales Tax				15,676.96	
Subtotal					15,676.96
Total Tax					0.00
Total \$ Incl. Tax					15,676.96
Tax Amount					0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee.

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO
CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF HIGHLAND
(as required by I.C. 22-5-1.7 -11, effective July 1, 2011)**

Verification of Work Eligibility Status

1. **Kiesler Police Supply** (hereinafter called "Contractor") understands and agrees that:

(A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.

(B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Proper Officer

Title:

Date: _____

**AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
REGARDING HIRE OF UNAUTHORIZED ALIENS**

State of Indiana)
)
County of Lake) **SS:**

A F F I D A V I T

I, the undersigned, authorized representative, authorized officer or agent of **KIESLER POLICE SUPPLY**, hereinafter called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.

FURTHERETH AFFIANT SAYETH NOT.

Signed: _____, Affiant.

Certificate of Notary

On this ____ day of _____, 2020, before me personally came and appeared **the affiant herein named**, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: _____.

County of Residence: _____.

(seal)

NOTARY

Affidavit pursuant to IC 22-5-1.7-11

**Town of Highland
Board of Works
Order of the Works Board 2020-37**

AN ORDER OF THE WORKS BOARD ACCEPTING THE PROPOSAL OF MAD BOMBER FIRE WORKS PRODUCTIONS FOR PROFESSIONAL PYROTECHNICS AND FIREWORKS DISPLAYS SERVICES FOR THE TOWN OF HIGHLAND, ASSOCIATED WITH SEPTEMBER SPECIAL EVENT.

Whereas, The Town of Highland, as part of its exercise of public powers related to culture and recreation, generally conferred in IC 36-10-2, annually marks the anniversary of the Nation's declaration of Independence, and the special period of New Year's eve, with appropriate festivals and fireworks and pyrotechnics displays;

Whereas, The Clerk-Treasurer, pursuant to Section 3.05.050(D)(9) of the HMC, serves as the Purchasing Agent for any department or office for which an agent is not otherwise expressly provided, and for all executive departments of the municipality; and

Whereas, The *Mad Bomber Fireworks Productions* of Kingsbury Indiana has presented to the Community Events Commission a proposed agreement for professional pyrotechnic and Fire works Display services for the Town of Highland to be conducted on September 26, 2020;

Whereas, The Community Events Commission favorably recommends to the purchasing agency, the approval of the proposed agreement for professional pyrotechnic and Fire works Display services for the Town of Highland to be conducted on September 26, 2020 by *Mad Bomber Fireworks Productions* of Kingsbury Indiana;

Whereas, These professional services owing to their unique requirements and character, as a service, may be purchased in a manner that is determined to be reasonable, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(1) of the HMC serves as purchasing agency for the Municipality and its executive departments except those executive departments which are expressly subject to the purchasing authority of a relevant governing board of jurisdiction; and

Whereas, The purchase price exceeds \$15,000.00, pursuant to Section 3.05.040 (C) and Section 3.05.050(B)(3) of the HMC requires the express approval of the purchasing agency; and

Whereas, The purchase of services will be supported by the Special Events Non Reverting Fund of the Town and there is sufficient appropriations or resources in order to support the purchase of services; and

Whereas, The Town Council now desires to approve, authorize and allow the purchase of services pursuant to the terms stated herein,

Now Therefore Be it Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, as follows:

Section 1. That the proposal for pyrotechnic and fireworks display services of **Mad Bomber Fireworks Productions**, 3999 E. Hupp Road, Building R-3-1, LaPorte, Indiana, 46350, prepared and presented by its Executive Secretary, Kelley Hatfield, which includes presentation of a Fireworks Display on September 26, 2020, according to the written terms set forth in the proposal, is hereby accepted, approved and adopted in every respect, provided that **Mad Bomber Fireworks Productions** complies with the provisions of IC 22-5-1.7 et seq., and completes the relevant portions of the attached exhibit styled as Addendum for e-verify;

Section 2. That the fee for performance of the service identified in the proposal of **\$25,000** for the fireworks display to be conducted on September 26, 2020 is found to be reasonable and fair for the services and *frequencies* described;

Section 3. That the Town Council finds and determines that the manner of purchase for these professional services owing to their unique requirements and character as a service, are both reasonable and appropriate, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Section 4. That the Clerk-Treasurer is hereby authorized to issue a purchase order, if applicable, to **Mad Bomber Fireworks Productions** and to execute all documents necessary to implement the purchase of services thereof;

Section 5. That the proper officers of the municipality are hereby authorized to identify the proper funds of the municipality that may be lawfully expended in order to support and implement the purchase of these services.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 8th day of August 2016 having passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

Mark J. Schocke, President (IC 36-5-2-10)

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

**MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT**

This contract entered into this 24th day of July, 2020 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and

Herein after referred to as Buyer, of Highland Highland Council and Community Events
State Indiana

Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Displays in accordance with the program agreed upon. Buyer will pay Seller a sum of \$25,000.00 for Display. Upon acceptance of this agreement Buyer will pay Seller a sum of Waived as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1 1/2% per month will be assessed on accounts not paid within thirty days of display date Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evenings of the September 26, 2020, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original display date agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another display date within six months of the original display date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 350' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller.
7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to included Attachments, if any. See Attachments: This agreement is a rescheduled display date for postponement of July 4, 2020 display.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

Mad Bomber Fireworks Productions
By 
Randy McCasland, Director of Operations
Date 7/24/2020

BUYER
By _____
(Its duly authorized agent, who represents that he/she has full authority to bind the Buyer.)
Date _____
Print Name _____
Address _____

Phone _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 33 1375 East 5th Street Cleveland OH 44114	CONTACT NAME: PHONE (GIS, Ho, Ext): 216 658-7100 FAX (GIS, Ho): 216-658-7101 E-MAIL: ADDRESS: info@brittongallagher.com														
INSURED Mad Bomber Fireworks 3899 E. Hupp Rd, Building R-3-1 La Porte IN 46350	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B : Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER C : Liberty Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D : Liberty Mutual Insurance Co.</td> <td>26035</td> </tr> <tr> <td>INSURER E : Axis Surplus Ins Company</td> <td>26620</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Liberty Mutual Insurance Co.		INSURER D : Liberty Mutual Insurance Co.	26035	INSURER E : Axis Surplus Ins Company	26620	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Everest Indemnity Insurance Co.	10851														
INSURER B : Everest Denali Insurance Company	16044														
INSURER C : Liberty Mutual Insurance Co.															
INSURER D : Liberty Mutual Insurance Co.	26035														
INSURER E : Axis Surplus Ins Company	26620														
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 547410531 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	AGENCY	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		547410531	2/1/2020	2/4/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		518240106201	2/1/2020	2/4/2021	COMBINED SINGLE LIMIT (EA occurrence) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
F	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$		P-001-200743025-01	2/1/2020	2/4/2021	EACH OCCURRENCE \$ 4,500,000 AGGREGATE \$ 4,500,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER FROM 10/1/13 EXCLUDED? (Mandatory in IN)	Y/N	WC5305714854 WC534324413 WC5335311936	2/1/2020 2/1/2020 2/1/2020	2/4/2021 2/4/2021 2/4/2021	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,200,000 E.L. DISEASE - FA EMPLOYEE \$ 1,200,000 E.L. DISEASE - POLICY LIMIT \$ 1,200,000
A	Excess Liability 02		5182401110201	2/1/2020	2/4/2021	Each Occ Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (When ACORD 101, Additional Items Schedule, if more space is required)
Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
OPERATIONS: FIREWORKS DISPLAY
ADDITIONAL INSURED: HIGHLAND COUNCIL OF COMMUNITY EVENTS; CITY OF HIGHLAND

CERTIFICATE HOLDER HIGHLAND PARKS AND RECREATION 2450 LINCOLN ST HIGHLAND IN 46322	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO
CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF
HIGHLAND
(as required by I.C. 22-5-1.7 -11, effective July 1, 2011)**

Verification of Work Eligibility Status

1. Randy McCasland, Director of Operations of **MAD BOMBER FIREWORKS PRODUCTIONS**, (hereinafter called "Contractor") understands and agrees that:

(A) it is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.

(B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "*E-Verify program*" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

**The Town of Highland
Board of Works
Order of the Works Board No. 2020-38**

AN ORDER AUTHORIZING AND APPROVING AGREEMENT BETWEEN FROST, BROWN AND TODD, ATTORNEYS AND THE TOWN OF HIGHLAND TO PERFORM PROFESSIONAL LEGAL SERVICES AS SPECIAL COUNSEL ASSISTING WITH A CIVIL ACTION FILED IN UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT

Whereas, The Chosen Consulting, LLC, dba Chosen Health Care, Indiana, ATC JV, LLC, dba Hickory Recovery Network and Highland Recovery, LLC, dba Hickory Treatment Center at Highland has filed a civil action naming the Town Council and the Plan Commission of the Town of Highland as defendants, in the United States District Court of the Northern District of Indiana, regarding the property located at 9630 Fifth Street, Highland, which was the site of the Highland Nursing Home;

Whereas, The Town has determined that a need exists to engage additional professional legal services to defend against the civil action; and,

Whereas, The Town has been reliably advised that FROST BROWN TODD, LLC, a law firm, through its member Anthony W. Overholt, possesses certain legal experience and insight that is deemed particularly helpful in the current litigation; and,

Whereas, FROST BROWN TODD, LLC, a law firm, through its member, Anthony W. Overholt, has offered to provide professional legal services related to representing the Town Council and the Plan Commission of the Town of Highland as Special Counsel; and

Whereas, As a purchasing agency in this matter, the Town Council may purchase services using any procedure it considers appropriate, pursuant to IC 5-22-6-1; and

Whereas, The Highland Municipal Code provides that, the Town Council may make contracts for professional services on the basis of competence and qualifications for the type of services to be performed, and negotiate compensation that the public agency determines to be reasonable, pursuant to Section 3.05.090 of the Highland Municipal Code; and

Whereas, There are sufficient and available appropriations balances on hand to support the payments for these services under the agreement, pursuant to IC 5-22-17-3(e); and,

Whereas, The Town of Highland, through its Town Council now desires to accept and approve the engagement agreement for services as herein described,

Now Therefore be it Ordered by the Town Council of the Town of Highland, Lake County, Indiana, as the works board of the municipality:

Section 1. That the Agreement presented as a letter of engagement dated July 21, 2020 between FROST BROWN TODD, LLC Attorneys, and the Town of Highland, to provide professional legal services related to the civil litigation, filed by Chosen Consulting, LLC, dba Chosen Health Care, Indiana, ATC JV, LLC, dba Hickory Recovery Network and Highland Recovery, LLC, dba Hickory Treatment Center at Highland naming the Town Council and the Plan Commission of the Town of Highland as defendants, in the United States District Court of the Northern District of Indiana, regarding the property located at 9630 Fifth Street, Highland, which was the site of the Highland Nursing Home is hereby approved, adopted and ratified in each and every respect;

Section 2. That the terms and fees described under the agreement for the professional legal services, in a range from \$295 per hour in the case of members to \$225 per hour in the case of associates are found and determined to be appropriate, reasonable and fair, all pursuant to IC 5-22-6-1 and Section 3.05.090 of the municipal code;

Section 3. That the Town Council President be authorized to execute the agreement under the terms of this order with his signature as attested thereto by the Clerk-Treasurer.

Be it so Ordered.

DULY, PASSED, ADOPTED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 27th day of July 2020 having passed by a vote of ____ in favor and ____ opposed.

**WORKS BOARD of the TOWN of
HIGHLAND, INDIANA**

Mark J. Schocke, President (IC 36-5-2-10)

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

**TOWN OF HIGHLAND
NOTICE TO TAXPAYERS
OF PROPOSED ADDITIONAL APPROPRIATIONS**

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, **convening electronically at 6:30 p.m.** on the **10 AUGUST 2020**, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

COMMUNITY CROSSINGS GRANT FUND

Increase:

104-0000-44080	CCMG PROJECTS 2020	\$	1,592,656.00
104-0000-49999	CONTINGENCY (LOCALLY FUNDED)	\$	200,000.00
	TOTAL SERIES	\$	<u>1,792,656.00</u>
	TOTAL FUND:	\$	<u><u>1,792,656.00</u></u>

Resources to support these additional appropriations in the **Community Crossings Grant Fund** shall be from miscellaneous revenues, a *Local Road and Bridge Matching Grant Fund grant award*, pursuant to IC 8-23-30 deposited to the credit of the fund, and a matching local contribution from several funds of the Town deposited to the credit of the Fund.

Taxpayers appearing at such meeting shall have a right to be heard thereon. Taxpayers will have an opportunity to be heard, whether this is convened in person or electronically. If convened electronically, taxpayers are encouraged to access the meeting either in person or through the Zoom meeting platform, **if the meeting is convened electronically. Taxpayers and persons interested in offering comment on the proposed additional appropriations should contact the Office of Clerk-Treasurer at (219) 838-1080 to obtain added details on accessing the meeting via Zoom or in person. If electronic, please provide your electronic mail address to receive the link and added access to the public hearing and the meeting.** A written comment may also be provided by writing or dropping off at the Office of the Clerk-Treasurer, 3333 Ridge Road, Highland, Indiana 46322. The additional appropriations, as finally made, will be filed with the Department of Local Government Finance, for its information and file.

**TOWN COUNCIL of HIGHLAND
Mark Schocke, President**

**By: Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer**

**TOWN OF HIGHLAND
NOTICE TO TAXPAYERS
OF PROPOSED ADDITIONAL APPROPRIATIONS**

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, **convening electronically at 6:30 p.m.** on the **10 August 2020**, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

PUBLIC SAFETY LOCAL INCOME TAX FUND

Increase:

Account No. 249-0000-29000 PPE & COVID SUPPLIES:	<u>\$ 85,000.00</u>
<i>Total Series:</i>	\$ 85,000.00

Account No. 091-0000-43000 EQUIPMENT FIRE SUPPRESSION:	<u>\$ 19,890.00</u>
<i>Total Series:</i>	\$ 19,890.00

Total for the Fund: \$ 109,890.00

Funds to support these additional appropriations in the **Public Safety LIT Fund** shall be from interest earnings, miscellaneous revenues, a distribution pursuant to IC 6-3.6 et seq., and unobligated fund balance on deposit to the credit of the Fund.

Taxpayers appearing at such meeting shall have a right to be heard thereon. Taxpayers are encouraged to access the meeting through the Zoom meeting platform. Taxpayers and persons interested in offering comment on the proposed additional appropriations should contact the Office of Clerk-Treasurer at (219) 838-1080 to obtain added details on accessing the meeting via Zoom, or please provide your electronic mail address to receive the link and added access to the public hearing and the meeting. A written comment may also be provided by writing or dropping off at the Office of the Clerk-Treasurer, 3333 Ridge Road, Highland, Indiana 46322. The additional appropriations, as finally made, will be filed with the Department of Local Government Finance, for its information and file.

**TOWN COUNCIL of HIGHLAND
Mark Schocke, President**

**By: Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer**

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF HIGHLAND, INDIANA

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC-5-11-10-1.6

DATED THIS 24 DAY OF July, 2020 Michael W. Griffin
FISCAL OFFICER

ALLOWANCE OF VOUCHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 6 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 996,086.03.

Dated this _____ day of _____.

TOWN COUNCIL

MARK A. HERAK

ROGER SHEEMAN

BERNIE ZEMEN

MARK SCHOCKE

TOM BLACK

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
 EXP CHECK RUN DATES 07/15/2020 - 07/28/2020
 BOTH JOURNALIZED AND UNJOURNALIZED

07/24/2020 02:23 PM
 User: CRK
 DB: Highland

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 001 GENERAL						
Dept 0000	GEN FUND TRANSFERS GROSS	87514	PAYROLL ACCOUNT	7-17PRL D/S TRANSFER GENERAL	204,886.63	44281
001-0000-45200			Total For Dept 0000		204,886.63	
Dept 0001 TOWN COUNCIL						
001-0001-33001	ADDITIONAL APPROPRIATIONS #46	87511	THE TIMES	ADDITIONAL APPROPRIATIONS-5/14/20	101.73	44293
001-0001-33003	RECORDING FEES-RESOLUTIONS	87491	LAKE COUNTY RECORDER	RECORDING FEES-RESOLUTIONS	50.00	
001-0001-39004	GAZEBO EXPRESS JULY 2020	87510	THE IDEA FACTORY, INC	GAZEBO EXPRESS JULY/WEBSITE UPDAT	2,038.55	
			Total For Dept 0001 TOWN COUNCIL		2,190.28	
Dept 0002 BOARD OF ZONING APPEALS						
001-0002-31001	BZA LEGAL FEES	87734	ABRAHAMSON, REED & BILSE	BZA LEGAL FEES	836.00	
			Total For Dept 0002 BOARD OF ZONING APPEALS		836.00	
Dept 0004 CLERK-TREASURER						
001-0004-20003	PLASTIC STORAGE BAGS	87506	STAPLES, INC.	PLASTIC STORAGE BAGS	5.49	
001-0004-20003	AAA BTRS-SM&MED BNDR CLPS-EXP	87509	AAA BATT-SM&MED BNDR CLIPS-EXP FO		57.76	
001-0004-20003	CAL RIBS, VAR POSITITS, PPR CLI	87669	STAPLES, INC.	CALC RIBS, POST ITS-TABS&PADS, PPR	99.08	
001-0004-20003	GOVERNMENTAL ACCOUNTING PROGR	87500	KELLI ANN STRBJAK (R)	GOVERNMENTAL ACCOUNTING PROGRAM R	80.00	
001-0004-31004	HEALTH INS	87589	TOWN OF HIGHLAND INS FUND (	JULY 2020 HEALTH/LIFE INS PREM CT	5,431.45	44296
001-0004-34023	LIFE INS	87589	TOWN OF HIGHLAND INS FUND (	JULY 2020 HEALTH/LIFE INS PREM CT	37.66	44296
001-0004-34043			Total For Dept 0004 CLERK-TREASURER		5,711.44	
Dept 0006 BUILDING & INSPECTION						
001-0006-21001	203.1 GAL UNLEADED	87708	TOWN OF HIGHLAND GASOLINE F	FUEL BY USAGE - INSPECTIONS	294.38	44296
001-0006-34023	HEALTH INS	87588	TOWN OF HIGHLAND INS FUND (	JULY 2020 HEALTH/LIFE INS PREM BL	5,463.66	
001-0006-34043	LIFE INS	87588	TOWN OF HIGHLAND INS FUND (	JULY 2020 HEALTH/LIFE INS PREM BL	29.94	44296
			Total For Dept 0006 BUILDING & INSPECTION		5,787.98	
Dept 0007 FIRE DEPARTMENT						
001-0007-20003	COMPUTER SUPPLIES	87716	PC-PLUS! LLC	COMPUTER SUPPLIES	173.00	
001-0007-21001	112.8 GAL UNLEADED FUEL	87707	TOWN OF HIGHLAND GASOLINE F	FUEL BY USAGE - FIRE	756.74	
001-0007-22004	INV# 337-347858	87713	VAN SENUIS AUTO VALUE	VEHICLE SUPPLIES	336.80	
001-0007-32005	STATIONS SECURITY SYSTEM	87717	PHIL & SON, INC	STATIONS SECURITY	145.60	
001-0007-34023	HEALTH INS	87587	TOWN OF HIGHLAND INS FUND (	JULY 2020 HEALTH/LIFE INS PREM F	1,926.42	44296
001-0007-34043	LIFE INS	87587	TOWN OF HIGHLAND INS FUND (	JULY 2020 HEALTH/LIFE INS PREM F	12.45	44296
001-0007-35005	FIRE SPRINKLER - SOUTH STATIO	87714	TOWN OF HIGHLAND UTILITIES	SOUTH STATION WATER & SEWER	222.20	
001-0007-35005	HYDRANT - CENTRAL STATION	87715	TOWN OF HIGHLAND UTILITIES	CENTRAL STATION WATER & SEWER	227.53	
001-0007-35007	STORM - SOUTH STATION	87714	TOWN OF HIGHLAND UTILITIES	SOUTH STATION WATER & SEWER	57.54	
001-0007-35007	STORM - CENTRAL STATION	87715	TOWN OF HIGHLAND UTILITIES	CENTRAL STATION WATER & SEWER	67.32	
001-0007-36001	2020 FIRE HOSE TESTING PER FO	87719	NATIONAL HOSE TESTING SPECI	2020 HOSE TESTING	3,656.12	
001-0007-36003	INVOICE # 6948929	87718	SIEMER HEATING & COOLING IN	CENTRAL STATION HVAC REPAIRS	227.00	
			Total For Dept 0007 FIRE DEPARTMENT		7,808.72	
Dept 0008 PLAN COMMISSION						
001-0008-31002	GENERAL CONSULTING	87671	NIES ENGINEERING, INC.	GENERAL CONSULTING	4,863.82	
			Total For Dept 0008 PLAN COMMISSION		4,863.82	
Dept 0009 POLICE DEPARTMENT						
001-0009-21001	803.9 GAL OF GAS	87686	WARREN OIL COMPANY	803.9 GAL OF GAS DELV ON 7/14	1,524.76	
001-0009-21001	1205.1 GAL OF GAS	87687	WARREN OIL COMPANY	1205.1 GAL OF GAS DELV ON 7/6	2,331.02	
001-0009-21004	MEDICAL SUPPLIES BOOKING CAB	87677	CINTAS CORPORATION NO 2	MEICAL SUPPLIES FOR BOOKING CABIN	55.60	
001-0009-22004	VEH PARTS FOR CAR 6 AC SYSTEM	87678	GRIMLER AUTOMOTIVE, INC	VEH PARTS AND LABOR FOR REPAIRS T	29.00	
001-0009-22004	INV 44847 PARTS FOR POLARIS	87681	MAXIM POWER SPORTS	PARTS AND LABOR TO REPAIR POLARIS	462.87	

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 001 GENERAL						
Dept 0009 POLICE DEPARTMENT						
001-0009-23004	HAND SANITIZER	87674	ABLE PAPER & JANITORIAL	HAND SANITIZERS DISP ROLL TOWEL	397.50	
001-0009-23004	SUPPLIES FOR OFFICERS DURING	87679	INDIANA GROCERY GROUP, LLC	SUPPLIES FOR OFFICERS DURING CIVIL	21.00	
001-0009-23004	D/S BOX PAPER ORDER	87683	THE PAPER CORPORATION	BOX PAPER ORDER	1,659.90	
001-0009-31001	INV37660 LEGAL MATTERS FOR MA	87675	ABRAHAMSON, REED & BILSE	MAY AND JUNE LEGAL MATTERS FOR PD	1,328.00	
001-0009-32003	SPILLMAN AIRCARDS FOR JULY	87680	LAKE COUNTY DATA PROCESSING	SPILLMAN AIRCARDS FOR JULY	307.84	
001-0009-34023	HEALTH INS	87586	TOWN OF HIGHLAND INS FUND (	JULY 2020 HEALTH/LIFE INS PREM PD	89,189.89	44296
001-0009-34042	SURVIVORS ADJ	87586	TOWN OF HIGHLAND INS FUND (	JULY 2020 HEALTH/LIFE INS PREM PD	1,892.08	44296
001-0009-34043	LIFE RETIREE	87586	TOWN OF HIGHLAND INS FUND (	JULY 2020 HEALTH/LIFE INS PREM PD	19.69	44296
001-0009-35005	WATER SERV PD 5/18-6/18	87684	TOWN OF HIGHLAND UTILITIES	WATER SERV FOR PD 5/18-6/18	604.70	
001-0009-36001	LABOR FOR REPAIRS	87678	GRIMLER AUTOMOTIVE, INC	VEH PARTS AND LABOR FOR REPAIRS T	100.00	
001-0009-36001	ADJUSTMENT TO LPR CAMERA SYST	87685	VERMILLION SYSTEMS, INC	ADJUSTMENT OF LPR CAMERA SYSTEM	185.00	
001-0009-38006	MAT CHANGE AT PD ON 7/14	87676	CINTAS CORPORATION #319	MAT CHANGE AT PD ON 7/14	36.66	
001-0009-39005	INV44409 FENCING FOR POUND	87682	MENARDS CORP - SCHERERVILLE	AC UNIT AND FENCING FOR ANIMAL PO	493.98	
			Total For Dept 0009 POLICE DEPARTMENT		100,639.49	
Dept 0011 SERVICES & WORKS						
001-0011-32008	ACCT. SERVICE FEES	87493	INVOICE CLOUD, INC	JUNE ACCOUNT SERVICE FEES 2020	227.70	999360
001-0011-32008	ACCT. SERVICE FEES	87667	FIRST FINANCIAL BANK CORP S	JUNE 2020 ACCT SERV FEES	1,762.48	999362
001-0011-38005	CONTINUING DISCLOSURE	87501	LONDON WITTE GROUP, LLC	CONTINUING DISCLOSURE	965.00	
001-0011-38011	TREE WATERING	87721	REBUD LANDSCAPE SERVICES,	WATERING OF 50 TREES 5/7-7/8	1,000.00	
001-0011-39016	SR TAXI SUBSID 6/1/-6/15/2020	87512	TRIPLE A EXPRESS	SR TAXI SUBSID6/1-6/15/2020	30.00	
			Total For Dept 0011 SERVICES & WORKS		3,985.18	
Dept 0012 TOWN HALL						
001-0012-36003	TOWN HALL MATS	87497	CINTAS CORPORATION #319	TOWN HALL MATS 7/7/2020	87.41	
001-0012-36003	TOWN HALL MATS	87668	CINTAS CORPORATION #319	TOWN HALL MATS 7/14/2020	39.41	
			Total For Dept 0012 TOWN HALL		126.82	
Fund 002 MVH						
Dept 0000						
002-0000-45200	MVH TRANSFERS GROSS	87515	PAYROLL ACCOUNT	7-17PRL D/S TRANSFER MVH	10,123.01	44282
			Total For Dept 0000		10,123.01	
Dept 0016 MVH ADMIN						
002-0016-11306	REIMBURSE CDL PHYSICAL	87703	GRANT ARNOLD(R)	REIMBURSE CDL PHYSICAL	67.28	
002-0016-36001	BELT SLIPPING AND TIGHTENED C	87727	CRAWFORD DOOR SALES OF L C	BELT SLEEPING FOR GARAGE STREET D	260.00	
			Total For Dept 0016 MVH ADMIN		327.28	
Dept 0017 MVH RECONSTRUCTION/MAINTENANCE						
002-0017-21001	149.7 GAL UNLEADED	87710	TOWN OF HIGHLAND GASOLINE F	FUEL BY USAGE	2,793.89	44299
002-0017-22004	CRACKSEALER HOSE	87726	BEC ENTERPRISES, LLC	CRACKSEALER HOSE	5,303.13	
002-0017-22004	93441608 1626 F-HARNES	87728	GARBER CHEVROLET OF HIGHLAN	HARNES FOR STREET DEPT UNIT #7	164.33	
002-0017-22004	FDT 45410HL-02 LED HIGHLIGHT	87704	WHOLESALE DIRECT, INC	LED HIGHLIGHTER FOR STREET DEPT U	245.28	
002-0017-22005	CHG21168 SOD CONTRACTOR/T	87725	ALLEN LANDSCAPE IN HIGHLND,L	SOD FOR STREET DEPT.	26.10	
002-0017-23003	52376 CONCRETE MIX FASTSET 50	87730	LINDY'S ACE HARDWARE,INC	CONCRETE AND BUNGEEES FOR STREET D	57.22	
002-0017-23003	ELECTRIC WAY BRACKET	87733	W G N FLAG & DECORATING	FLAG BRACKETS	90.00	
002-0017-23004	8000-03204 5 GAL HL 2152 FDT	87731	SHERWIN WILLIAMS CORP	STREET PAINT FOR STREET DEPT.	420.60	
002-0017-23006	6403-89169 5 GAL A100 EX FL E	87732	SHERWIN WILLIAMS CORP	GRAFFITI COVERING PAINT FOR STREE	110.00	
002-0017-36001	L33 SERVICE CALL- PER HOUR	87729	HELLMANS AUTO SUPPLY CO.	REPAIR ON WATER UNIT # 25	258.60	
			Total For Dept 0017 MVH RECONSTRUCTION/MAINTENANCE		9,469.15	

BOTH OPEN AND PAID

Invoice Line Desc Ref # Vendor Invoice Description Amount Check #

Fund 002 MVH					19,919.44	
Fund 004 LR&S						
Dept 0000						
004-0000-31002	87722	NIES ENGINEERING, INC.	GENERAL CONSULTING THRU 6/19/20		539.40	44283
004-0000-45200	87516	LR&S TRANSFERS GROSS	7/17PRL D/S TRANSFER LR&S		13,056.43	
		Total For Dept 0000			13,595.83	
		Total For Fund 004 LR&S			13,595.83	
Fund 018 LAW ENFORCE CON'T ED						
Dept 0000						
018-0000-20003	87688	OFFICE DEPOT, INC	REPORT COVER AND TABS		42.55	
		Total For Dept 0000			42.55	
		Total For Fund 018 LAW ENFORCE CON'T ED			42.55	
Fund 023 CORPORATION BOND - NON-EXEMPT DEBT						
Dept 0000						
023-0000-38000	87496	THE HUNTINGTON NATIONAL BAN	JULY LEASE RENTAL HIGHLAND PUBLIC		414,500.00	999361
		Total For Dept 0000			414,500.00	
		Total For Fund 023 CORPORATION BOND - NON-EXEMPT DEB			414,500.00	
Fund 024 INNKEEPERS TAX						
Dept 0000						
024-0000-22908	87723	W G N FLAG & DECORATING	US FLAGS AND INDIANA FLAGS FOR KE		1,205.00	
		Total For Dept 0000			1,205.00	
		Total For Fund 024 INNKEEPERS TAX			1,205.00	
Fund 028 GASOLINE FUND						
Dept 0000						
028-0000-21001	87705	WARREN OIL COMPANY	UNLEADED FUEL		5,182.43	44285
028-0000-21001	87706	WARREN OIL COMPANY	DIESEL FUEL BY USAGE 5/28/20-7/10		9,062.50	44286
		Total For Dept 0000			14,244.93	
		Total For Fund 028 GASOLINE FUND			14,244.93	
Fund 030 ICT FUND						
Dept 0000						
030-0000-32003	87485	AT&T	219923-2320 260 1 ELEVATOR PHONE		182.65	44284
030-0000-32003	87484	AT&T	219 R10 2255 255 7 7/1-7/31/2020		572.51	44285
030-0000-32003	87483	AT&T MOBILITY	FIRE DEPT		14.24	44286
030-0000-32003	87486	COMCAST CABLE	8771400250212877 PW 8001 KENNEDY		325.96	44287
030-0000-32003	87487	COMCAST CABLE	TOWN HALL ACCT 8771400250188267		283.01	44288
030-0000-32003	87488	COMCAST CABLE	MEADOWS PK MO INTERNET 7/12-8/11/		130.42	44289
030-0000-32003	87489	COMCAST CABLE	FD S STATION PHONE/INTERNET SVC 1		130.85	44290
030-0000-32003	87490	COMCAST CABLE	PHONE/INTERNET FD CENTRAL		263.55	44291
030-0000-32003	87494	VERIZON WIRELESS	MONTHLY CELL PHONE 642004646- 87494		1,294.03	44294
030-0000-32003	87492	PW/B&I/PARK/FD WIRELESS 78032	PD CELL PHONE USE PD- 642004646-0		1,042.64	44295
030-0000-32003	87711	FIRE DEPT	PW/B&I/PARK/FD WIRELESS 780324475		43.00	44297
030-0000-32003	87513	WINDSTREAM HOLDINGS INC	MONTHLY TELEPHONE FEE- PD/JUL		827.81	
030-0000-32003	87499	HARRIS COMPUTER SYSTEMS	SUPPORT/MAINT RENEWAL 5/31/		10,480.65	
030-0000-38006	87499	SUPPORT/MAINT RENEWAL 5/31/20	GAZEBO EXPRESS JULY/WEBSITE UPDAT		649.99	
030-0000-38006	87510	THE IDEA FACTORY, INC	WEB SECURITY MONTHLY			

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 030 ICT FUND						
Dept 0000						
030-0000-39024	WEB UPDATE WEEKLY	87510	THE IDEA FACTORY, INC	GAZEBO EXPRESS JULY/WEBSITE UPDAT	656.65	
	Total For Dept 0000				16,897.96	
	Total For Fund 030 ICT FUND				16,897.96	
Fund 031 SOLID WASTE						
Dept 0000						
031-0000-44001	2020 FREIGHTLINER LEASE PAYME	87737		FINA 4 OF 5 PAYMENTS FOR FREIGHTLINER	31,352.80	44300
	Total For Dept 0000				31,352.80	
	Total For Fund 031 SOLID WASTE				31,352.80	
Fund 050 POLICE PENSION						
Dept 0000						
050-0000-20001	D/S OF BOX PAPER ORDER	87689	THE PAPER CORPORATION	D/S OF BOX PAPER ORDER	120.72	
	Total For Dept 0000				120.72	
	Total For Fund 050 POLICE PENSION				120.72	
Fund 055 MCCD						
Dept 0000						
055-0000-30008	2020 FREIGHTLINER LEASE	87736	US BANCORP GOVERNMENT LEASI	FREIGHT LINER LEASE PAYMENT - MVH	31,352.81	32727
055-0000-43010	6 NEW CAMERAS	87690	TRI-ELECTRONICS, INC	6 NEW CAMERAS	3,099.96	
	Total For Dept 0000				34,452.77	
	Total For Fund 055 MCCD				34,452.77	
Fund 085 TRAFFIC VIOLATIONS						
Dept 0001 TOWN COUNCIL						
085-0001-00400	CASH BOND FEES	87495	LAKE COUNTY CLERK	CASH BOND FEES	8,000.00	44280
	CASH BOND FEES	87712	LAKE COUNTY CLERK	CASH BOND FEES	1,500.00	44298
	Total For Dept 0001 TOWN COUNCIL				9,500.00	
	Total For Fund 085 TRAFFIC VIOLATIONS				9,500.00	
Fund 091 GAMING REVENUE						
Dept 0000						
091-0000-31002	NIPSCO POLE REPLACEMENT RIGHT	87724	FIRST GROUP ENGINEERING INC	PROFESSIONAL RIGHT-OF-WAY AND PRE	325.00	
	Total For Dept 0000				325.00	
	Total For Fund 091 GAMING REVENUE				325.00	
Fund 249 PUBLIC SAFETY INCOME TAX FUND						
Dept 0000						
249-0000-29000	COVID-WIPES, 12 PLASTIC PAILS,	87670	AJAX SANITARY SUPPLY CO, IN	COVID-WIPES, 12 PLASTIC PAILS, LIDS	268.00	
249-0000-29000	COVID-HAND SOAP, CLX DISINF. WI	87672	AJAX SANITARY SUPPLY CO, IN	COVID-HAND SOAP, CLX DISINF SPRAY,	92.13	
249-0000-29000	COVID-EARLOOP MASKS	87502	MCKESSON MEDICAL SURGICAL I	COVID-EARLOOP MASKS	41.70	
249-0000-29000	COVID-NITRILE GLOVES-LRG & ME	87503	MCKESSON MEDICAL SURGICAL I	COVID-NITRILE GLOVES-LRG AND MED	663.49	
249-0000-29000	COVID-NITRILE GLOVES, WETWIPES	87504	MCKESSON MEDICAL SURGICAL I	COVID-NITRILE GLOVES, WETWIPES	58.53	
249-0000-29000	COVID-N95'S, BLUE MASKS, SAFEGR	87505	PUBLIC SAFETY CENTER, INC	COVID-N95'S, BLUE MASKS, SAFEGRD CO	1,638.88	
249-0000-29000	COVID SUPPLIES-SOAP REFILLS-D	87507	STAPLES, INC.	COVID SUPPLIES-SOAP REFILLS/D RAT	244.94	
249-0000-29000	COVID-DISP REFILLS-2 CASES	87508	STAPLES, INC.	COVID-DISP REFILLS/ANTIBAC SOAP-2	85.00	
	Total For Dept 0000				3,092.67	

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 249	PUBLIC SAFETY INCOME TAX FUND					
				Total For Fund 249 PUBLIC SAFETY INCOME TAX FUND	<u>3,092.67</u>	
Fund 250	CREDIT ECON. DEV. INCOME TAX FUND					
Dept 0000						
250-0000-39925	CONTRIBUTION TO STOJ DEBT SE	87738	SCHOOL TOWN OF HIGHLAND	2020 CONTRIBUTION TO STOJ DEBT SE	100,000.00	44301
				Total For Dept 0000	<u>100,000.00</u>	
				Total For Fund 250 CREDIT ECON. DEV. INCOME TAX FUND	<u>100,000.00</u>	

GL Number Invoice Line Desc Ref # Vendor Invoice Description Amount Check #

Fund Totals:

Fund 001	GENERAL				336,836.36	
Fund 002	MVH				19,919.44	
Fund 004	LR&S				13,595.83	
Fund 018	LAW ENFORCE CON'T ED				42.55	
Fund 023	CORPORATION BOND - NON-E				414,500.00	
Fund 024	INNKEEPERS TAX				1,205.00	
Fund 028	GASOLINE FUND				14,244.93	
Fund 030	ICT FUND				16,897.96	
Fund 031	SOLID WASTE				31,352.80	
Fund 050	POLICE PENSION				120.72	
Fund 055	MCCD				34,452.77	
Fund 085	TRAFFIC VIOLATIONS				9,500.00	
Fund 091	GAMING REVENUE				325.00	
Fund 249	PUBLIC SAFETY INCOME TAX				3,092.67	
Fund 250	CREDIT ECON. DEV. INCOME				100,000.00	

996,086.03